

Complete

Business

Policy Summary

Allianz Insurance plc | Commercial

Allianz 

Policy Summary

keyfacts®

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 Business?

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

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 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.

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:

Allianz Insurance plc,
57 Ladymead,
Guildford, Surrey,
GU1 1DB.

Alternatively phone: 01483 552438

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service.

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

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?

In the event that Allianz is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme. Full details are shown in the policy wording a copy of which is available on request.

Policy Duration

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

Core Covers

Property Damage – Policy Section 1

Significant Features and Benefits

Covers loss or damage to all trade contents caused by the following:

- Fire, Lightning and Explosion
- Aircraft
- Riot, Civil Commotion or malicious damage
- Earthquake
- Subterranean fire
- Storm, tempest or flood
- Escape of water from tanks, apparatus or pipes
- Impact by vehicles or animals
- Sprinkler leakage
- Theft or attempted theft following forcible and violent entry to or exit from your premises
- Accidental damage
- Option to include subsidence

Automatic reinstatement of loss – other than theft claims the sums insured are not reduced following a claim subject to payment of an additional premium

Inflation provision – sums insured are index linked and Day one reinstatement provides an automatic 15% inflation factor

Public authorities – the additional costs incurred in the rebuilding or repair of the property to a standard required by the authorities

Services – damage to services including telephone, gas, water and electric instruments, meters piping and cabling

Alterations and additions – automatic cover for alterations, additions and improvements made to your property for no more than 10% of the sum insured or £250,000 whichever is the less

Professional fees – covers the cost of architects, surveyors legal and consulting engineers fees

Removal of debris costs – the cost of removal of debris of the insured property damaged

Temporary removal of contents to a limit of 10% of the sum insured

Temporary removal of documents and other business records to a 10% limit

Rent – where cover is arranged for payment of rent, cover operates where the building is unfit for occupation following damage

Fixed glass – cost of temporary boarding up

Significant Exclusions or Limitations

- explosion due to bursting of non domestic steam boilers, or other steam apparatus
- malicious damage, burst pipes, or sprinkler leakage in any unoccupied building
- theft or theft damage not involving forcible and violent entry to or exit from the premises, or involving any partner, director, employee or family member
- hold up arising from the theft not involving violence or threat of violence
- theft, storm, tempest or flood to property in the open
- storm, tempest or flood excludes damage to fences and gates
- acts of fraud or dishonesty by any partner, director or employee
- unexplained disappearance or inventory shortage or misfiling or misplacing of information
- frost, wear and tear, gradual deterioration, inherent vice, latent defect
- rot, mildew, rust, corrosion, insects, woodworm, vermin
- dyeing, cleaning, repair, renovation, marring or scratching
- electrical or mechanical breakdown, failure or derangement
- faulty or defective design workmanship or materials
- changes in temperature, dampness, dryness, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish
- damage to any property resulting from its undergoing any process
- operational error or omission by you or any employee
- pollution or contamination
- loss or damage to property outside the UK
- consequential loss
- subsidence cover excludes
 - damage to surfaced areas, walls, gates and fences, unless the building is also damaged
 - coastal or river erosion
 - damage which commenced prior to inception of this cover
 - damage as a result of demolition, excavation or other building work
- £250 excess applies (£1,500 for Subsidence)

Conditions – Unoccupied Buildings

- Unoccupied buildings are not insured unless they are notified to us and we agree to continue cover.

If we agree to continue cover, mains services must be switched off and water system drained other than in respect of security or fire alarms or sprinkler systems. The property must be inspected internally and externally weekly (with records kept), defects in security and maintenance rectified and any accumulations of combustible materials removed. You must also comply with our security level requirements and ensure that the property is secured against unlawful entry and that all security protections are put into effect.

Property Damage – Policy Section 1 Continued

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Metered water – covers additional metered water charges incurred up to £10,000</p> <p>Exhibitions – up to £10,000 whilst at and in transit to/from exhibitions</p> <p>Trace and access – covers the costs of locating source of escape of water or fuel oil from any tank, apparatus or pipe and subsequent making good of damage up to £10,000</p> <p>Landscaped grounds – up to £10,000 for damage to grounds as a result of damage to the property insured</p> <p>Locks and keys – the cost of replacement locks following theft of keys up to £1,000</p> <p>Damage to premises – covers damage following theft or attempted theft including the cost of any temporary measures to keep the premises secure</p>	

Business Interruption – Policy Section 2

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Loss of Gross Profit or Revenue resulting from loss or damage by any cause covered by the Property Damage section.</p> <p>Option of 12, 24 or 36 months indemnity period</p> <p>Inflation provision – sum insured is increased by 15% to protect you against inflation</p> <p>Unspecified suppliers – damage at your suppliers premises which causes interruption to your business – up to £50,000</p> <p>Unspecified customers – damage at your customers premises which causes interruption to your business – up to £50,000</p> <p>Property stored – property that is kept elsewhere than at your premises up to £50,000</p> <p>Supply undertakings – failure in the supply of water, gas, electricity or telecommunications up to £50,000</p> <p>Denial of access – property that hinders the use or access to your premises up to £50,000</p> <p>Accountants charges incurred in connection with a claim</p>	<ul style="list-style-type: none"> • exclusions as shown under the Property Damage section. However, explosion of a steam boiler or economiser is covered • malicious damage or riot civil commotion causing deliberate erasure, loss distortion or corruption or information on computer systems or other records, programs or software • accidental damage caused by electrical or magnetic disturbance or erasure of electronic recordings or virus infected software

Book Debts – Policy Section 3

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Covers outstanding debit balances which cannot be traced if your accounts are destroyed or damaged for your sum insured up to a maximum of £250,000</p> <p>Automatic reinstatement of loss – other than theft claims the sum insured is not reduced following a claim subject to payment of the appropriate additional premium</p>	<ul style="list-style-type: none"> • exclusions as shown under the Business Interruption section. <p>Conditions</p> <ul style="list-style-type: none"> • Monthly records must be kept and a copy stored away from your premises

Money – Policy Section 4

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Crossed cheques and other non-negotiable money – maximum benefit £250,000</p> <p>Cash and other negotiable money:</p> <ul style="list-style-type: none"> on the premises during business hours, in transit or in a bank night safe – £3,000 in a locked safe at the premises out of business hours – your limit out of a safe outside business hours in the premises £300 in your personal custody or that of your employees out of business hours £500 <p>Personal Accident Assault – If you or your partners, directors or employees are attacked during theft or attempted theft of money whilst on business:</p> <ul style="list-style-type: none"> Death, loss of limb, loss of sight and permanent total disablement of £25,000 Temporary total disablement £100 per week (up to 104 weeks) Temporary partial disablement £50 per week (up to 104 weeks) Victim care (professional counselling fees for emotional stress) £1,000 any one incident, £5,000 in total <p>Loss or damage to any safe at the premises, or any bag or other container used to carry money</p> <p>Loss or damage to clothing and personal belongings following theft or attempted theft of money.</p>	<ul style="list-style-type: none"> loss due to the dishonesty of any partner, director or employee damage to any machine that uses coins, notes or tokens loss from any unattended vehicle personal assault benefits to any person aged under 16 or over 70 years <p>Conditions</p> <ul style="list-style-type: none"> Whenever the premises are closed for business the safe keys must be removed from the premises, money in transit 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 or a professional security company in excess of £15,000.

Own Goods in Transit – Policy Section 5

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Loss or damage to your property whilst in transit within one of your own vehicles or in transit by other carriers. Sums insured as specified by you</p> <p>Sheets and ropes – cover includes sheets, ropes, packing materials and the like</p> <p>Additional vehicles – any recently acquired non specified vehicle up to £2500 any one claim</p> <p>Substitute vehicles – cover includes any substitute vehicle whilst your own vehicle is undergoing service or repair</p> <p>Transshipment and debris removal costs – cover up to £5,000 any one claim</p>	<ul style="list-style-type: none"> loss or damage due to <ul style="list-style-type: none"> depreciation, contamination or deterioration unless caused by accident to the vehicle faulty packing or incorrect addressing of any parcel or package theft from any vehicle left unattended, unless the vehicle has all points of access closed and secured by all the locks and other protections fitted and all the keys are removed, and between the hours of 9.00pm and 6.00am is kept in a securely locked building water damage or theft of goods in open/curtain sided open/soft top vehicle certain specified items such as glass, livestock, precious metals or stones, jewellery, watches, furs, money, securities, stamps, documents, manuscripts, business books, plans or designs delay, loss of market or consequential loss loss or damage outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands £100 excess or higher amount when agreed applies to all claims <p>Conditions</p> <ul style="list-style-type: none"> You must take all reasonable care in the selection of honest and competent employees, and maintain vehicles in a roadworthy condition.

Specified All Risks – Policy Section 6

Significant Features and Benefits

Damage to property whilst on your premises only or anywhere in the UK, EU or worldwide as specified by you.

Automatic reinstatement of loss – other than theft claims the sum insured is not reduced following a claim subject to payment of the appropriate additional premium

Data processing and ancillary equipment – cover includes damage caused by dryness or dampness, corrosion or rust if resulting from damage to air conditioning equipment

Significant Exclusions or Limitations

- loss due to any person obtaining any property by deception
- frost, wear and tear, gradual deterioration, inherent defect, depreciation
- rot, mildew, rust, corrosion, insects, woodworm, vermin
- dyeing, cleaning, repair, renovation, or scratching
- electronic, electrical or mechanical breakdown, failure or derangement
- faulty manipulation, design, plan, specification or materials
- theft from any vehicle left unattended, unless the vehicle has all points of access closed and secured by all the locks and other protections fitted and all the keys are removed, and between the hours of 9.00pm and 6.00am is kept in a securely locked building
- loss or damage outside of the territorial limits – see your policy schedule
- single article limit of £5000 and a maximum sum insured of £25,000
- £250 excess for computers and electrical equipment, £100 other property

Employers, Public and Products Liability – Policy Sections 7 and 8

Significant Features and Benefits

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

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 £2 million any one claim
- accidental injury or accidental damage caused by products supplied up to £2 million any one period of insurance

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 any contract in respect of that work

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

Overseas personal liability – covers a temporary visit to any other country made in connection with the business

Health and safety at work legal defence costs – provides legal and other costs incurred in defending prosecutions

Motor contingent liability – indemnifies you against liability for vehicles not owned or provided by you in connection with the business

Data Protection Act 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

Consumer protection and food safety acts legal defence costs – covers cost of defence of criminal proceedings

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

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

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 goods sold, supplied, delivered, installed or erected or the cost of recalling or refunding a defective product or replacing, repairing or reinstating faulty work
- liability arising out of ownership, possession or use of any mechanically propelled vehicle or attached trailer where motor insurance is required by law (other than for loading or unloading) or any water craft or aircraft
- liability arising out of error or omission in any advice, design, formula, specification, inspection, certification or testing performed for a fee
- in respect of injury, loss or damage arising from products
 - liability which attaches solely under the terms of an agreement
 - installed or incorporated in aircraft or spacecraft
 - comprising computer tapes and/or discs and the information recorded on them
 - claims made in any country outside the European Union if you have premises or representation in that country
 - exports to the USA or Canada
- Public and Products Liability in respect of:
 - injury to any employee
 - manual work away from the premises or outside of the EU (other than collection or delivery)
- loss or damage to contract works undertaken under a contract or liability under JCT Clause 21.2.1
- any liability in respect of pollution or contamination
 - in the USA or Canada
 - elsewhere unless due to a sudden, identifiable, unintended and unexpected incident
- fines, penalties or liquidated, aggravated, punitive or exemplary damages
- injury to any Employee where motor insurance is required by law to be in force
- work on an offshore installation or travelling to or from

Commercial Legal Expenses – Policy Section 9

Significant Features and Benefits

Basic cover provides:

- Legal advice help line – access to Lawphone which provides advice on all business related legal matters
- Prosecution defence – covers costs up to £50,000 for defending your legal rights after an event which arises out of your business activities and results in criminal proceedings. You are responsible for 10% of all unrecovered costs.

Optional Covers

- Employment Contract – covers the cost up to £50,000 of defending disputes relating to contracts for full or permanent part time employment. Cover also includes any resulting award a court or tribunal orders you to pay up to £25,000. You are responsible for 10% of all unrecovered costs.
- Property – covers the costs up to £50,000 of taking legal action relating to damage to your business premises. You are responsible for 10% of all unrecovered costs.
- Licence protection – costs up to £50,000 of defending the withdrawal, restriction or suspension of your business licence. You are responsible for 10% of all unrecovered costs.
- Tax and VAT – covers the costs up to £25,000 of an appeal against the Inland Revenue or HM Customs following an in-depth investigation into your most recent PAYE, business tax or VAT accounts. You are responsible for 10% of all unrecovered costs.
- Jury service – provides up to £100 per day for a maximum of 20 days to cover any shortfall in your salary or wages as a result of attending jury service
- Personal injury – covers costs up to £50,000 of taking legal action against another person who causes death or bodily injury to you

Significant Exclusions or Limitations

Employment contract cover exclusions

- disputes which occur within the first 3 months of inception of this cover
- disputes with an employee who was subject to a warning in the 6 months preceding the inception of this cover
- disputes over redundancy
- any dispute that you have not discussed with Lawphone before you take any action
- disputes involving sub-contracting or contracts for services with self-employed persons

Property cover exclusions

- claims relating to mining or subsidence
- disputes over rent, business rates or service charges
- property damage arising out of a contract you have with another person or organisation

Prosecution Defence cover exclusions

- allegations of dishonesty or intentional violence

Tax and VAT cover exclusions

- costs involving the normal reconciliation of your accounts and VAT returns
- allegations of criminal activities by the Insured
- representations during an in-depth investigation
- anything to do with an investigation by the Inland Revenue Special Investigation Section or Special Compliance Office
- anything to do with an investigation which started before inception of cover
- where your accounts or returns have only been investigated because earlier accounts have been investigated

License Protection cover exclusions

- hearings arising out of any commercial decision made by you
- the first application for, or standard renewal of the license
- anything to do with drug offences or under age drinking

Personal injury cover exclusions

- personal injury disputes between you and any employee(s)

Exclusions applicable to all covers

- any injury, damage, prosecution or appeal relating to owning or using a motor vehicle
- any fines or penalties
- any application for a judicial review
- disputes relating to share rights
- anything relating to franchise or distribution agreements
- costs we have not agreed in writing
- costs paid directly to the legal representative or anyone else without our permission
- VAT which can be recovered from elsewhere
- disputes or claims arising from the deliberate, conscious, intentional or careless disregard by you of the need to take all reasonable steps to avoid, prevent and limit any such dispute or claim
- any pollution incident

Policy Exclusions *(Policy pages 9–11)*

- War and similar risks
- Radioactive contamination
- Riot and civil commotion in Northern Ireland
- Changes in water table level
- Computer hardware or software damaged by programming or operator error, virus or similar mechanism, hacking or malicious persons
- Failure of computers or other equipment to correctly recognise any date
- Terrorism except for:
 - Employers Liability where cover is limited to £5M
 - Public and Products Liability where a limit of £5M will apply unless a lower Limit of Indemnity is shown in the policy schedule
 - Personal Accident cover will only exclude Terrorism due to nuclear, chemical or biological contamination.

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 your insurance adviser (or alternatively you can contact us at one of our claims handling offices):
 - 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 Monday to Friday

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

Allianz Claims Handling Offices

Birmingham

PO Box 11309
Birmingham, B37 7WZ
Tel: 0845 071 5151

Bristol

PO Box 2198
Bristol, BS99 7LH
Tel: 0845 071 2121

Glasgow

PO Box 26725
Glasgow, G2 5YB
Tel: 0845 071 2727

Leeds

PO Box 564
Leeds, LS1 4WJ
Tel: 0845 071 0347

Manchester

PO Box 4116
Manchester, M60 3YE
Tel: 0845 071 0340

Milton Keynes

PO Box 5525
Milton Keynes, MK9 2XR
Tel: 0845 071 0335

Woking

PO Box 952
Woking GU21 6XQ
Tel: 0845 071 9191

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 must retain copies of Certificates that have expired for at least 40 years. This is because certain claims e.g. industrial disease, could be made many years after the disease is caused. This requirement applies to policies that were in force on 31st December 1998 or later.

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 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 have consented 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 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 and services, please write to: Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB 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.

Please Read the Policy

Please read the policy and the policy schedule carefully 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 your insurance adviser or the Allianz office that issued your policy. If you fail to notify us your policy may not operate or not operate fully.

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 timescales specified by us.

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

Terrorism Cover

In addition to the cover automatically provided, the policy (except for Commercial Legal Expenses – Section 9) can be extended to provide Terrorism cover for an additional charge. For further information contact your insurance adviser.

www.allianz.co.uk

Allianz Insurance plc. Registered in England number 84638
Registered office. 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is a member of the Association of British Insurers and the Financial Ombudsman Service.
Allianz Insurance is authorised and regulated by the Financial Services Authority. Our registration number is 121849.
This can be checked by visiting the FSA website at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234