

Allianz Insurance plc

# Commercial Select

Policy Overview



**Allianz** 

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## Insurance

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Thank you for choosing Allianz Insurance plc. We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business, as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces. You don't have to take our word for it.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

**Should you need further details or have any questions your insurance adviser will be delighted to help.**



# Introduction

## Important

This document provides an overview of the main policy benefits, terms and conditions only. For full details please refer to the policy document, a copy of which is available on request. Your insurance adviser will be pleased to explain the policy cover in more detail.

## 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. If you fail to notify us your policy may not operate or not operate fully.

## What is Commercial Select?

Commercial Select will cover you for 12 months and is annually renewable. It is designed to cover the main insurance needs of a business. Most covers are optional for your selection and the covers available are listed below. The policy is underwritten by Allianz Insurance plc.

### Covers Available:

- Property Damage 'All Risks' or 'Specified Events'
- Business Interruption 'All Risks' or 'Specified Events'
- Money, Goods in Transit, and Specified "All Risks"
- Computer
- Engineering – Machinery Damage and Business Interruption
- Employers Liability, Public and Products Liability and Liability Excess of Loss
- Director and Officers Liability
- Professional Indemnity
- Fidelity
- Accident and Business Travel
- Commercial Legal Expenses  
Standard Cover (automatically provided where the Commercial Legal Expenses Section is operative)  
Commercial Legal Expenses Optional Extension 1  
Commercial Legal Expenses Optional Extension 2

## Explanation of Cover Available:

### Property Damage

Insures your buildings, machinery, fixtures and fittings and your stock.

There are two options of cover:

#### Option 1 - Commercial All Risks

Fire, Lightning, Explosion, Aircraft, Riot and Civil Commotion, Malicious Persons, Earthquake, Subterranean Fire, Storm, Flood, Escape of Water from any tank apparatus or pipe, Impact, Sprinkler Leakage, Accidental Damage, Theft as a result of someone using force and violence to get into your premises including any damage they cause, Subsidence and Escape of Oil from any fixed heating installation - **all included as standard.**

#### Option 2 - Specified Events

Fire, Lightning, Explosion, Aircraft, Riot and Civil Commotion, Malicious Persons, Earthquake, Subterranean Fire, Storm, Flood, Escape of Water from any tank apparatus or pipe, Impact, Sprinkler Leakage, Accidental Damage, Theft as a result of someone using force and violence to get into your premises including any damage they cause, Subsidence and Escape of Oil from any fixed heating installation - **each as selected by you and agreed to by us.**

### Business Interruption

Your business will be interrupted and your profit or revenue reduced if your buildings or contents are damaged or destroyed by Fire or any of the covers given under Property Damage. You will still have to pay expenses such as wages and extra costs to reduce the interference to your business. This policy insures your financial loss.

#### Basis of cover

Gross Profit is most suitable for businesses producing or selling goods.

Gross Revenue is for businesses supplying a service such as sports and social clubs. There are covers available which may be suitable for you, e.g. Income, Rent or Additional Cost of Working.

There are two options of cover:

#### Option 1 - Commercial All Risks

#### Option 2 - Specified Events

both as described under Property Damage.

## Money

Insures your money for accidental loss or theft at your premises during business hours and overnight and whilst you are taking it to and from your bank or post office.

Includes damage to your safe and theft by your employees which you discover within 15 working days. Also covers you and your employees if you are assaulted and injured whilst carrying your money.

## Own Goods in Transit

Insures your stock for accidental loss, damage, fire or theft, whilst in transit anywhere in the United Kingdom. Covers stock in your own vehicles, when carried by road hauliers or by rail or post.

## Specified All Risks

Accidental loss or damage to specified items within the UK, EU or worldwide

## Computer

Provides All Risks cover including world wide transit for all types of computer equipment including laptops, personal digital assistants (PDA's), digital cameras and digital projectors. Theft cover (without exclusion of forcible entry to or exit from premises) and Breakdown are included. Optional covers available:

- Computer Media providing reinstatement of data following loss or damage. Cover for loss or damage by a computer virus or similar mechanisms is available as an optional extension.
- Additional Expenditure to avoid or reduce interruption to your business is also available.

## Engineering – Machinery Damage

Provides cover for a wide range of plant or machinery. The main cover options are:

- Sudden and Unforeseen Damage (including breakdown, explosion and collapse)
- Own Surrounding Property - cover for damage to property belonging to you or in your custody or control caused by damage to pressure plant plus additional reinstatement costs that are incurred in order to comply with local authority regulations.

## Engineering – Business Interruption

Provides cover for financial loss resulting from interruption or interference with your business caused by sudden and unforeseen damage to plant or machinery. Cover options available:

- Loss of Estimated Gross Profit
- Loss of Estimated Revenue

## Public and Products Liability

Public liability insures your legal liability to pay compensation to members of the public if they are injured or their property is damaged as a result of an accident caused by you or your employees while working for you. Cover also includes financial loss resulting from nuisance, trespass, obstruction or interference with any right of way, light, air or water.

Cover applies in the United Kingdom and any other member country of the European Union. It also applies elsewhere in the world in respect of work by you or your employees who are working temporarily abroad (restricted to non-manual work in respect of USA/Canada).

You may select the limit of indemnity.

You may include Products Liability cover. This insures your legal liability to pay compensation to members of the public if they are injured or their property is damaged as a result of an accident caused by your products.

You may select the limit of indemnity.

## Public and Products Liability – Excess of Loss

Awards for injuries and damage continue to rise, and limits of indemnity under Public/Products liability products once considered as being adequate are now failing to keep pace.

In addition, some businesses will require high limits due to the nature of their activities, the products they produce or the work or services they undertake. A high limit may be required in order to undertake a specific large scale contract or project and contractual requirements for high limits are commonplace in the contracting trades. Product manufacturers may also need to consider that the limit of indemnity for Products Liability insurance is normally aggregated and the limit may become exhausted very quickly should the product cause multiple claims.

However, most insurers are reluctant to provide high indemnity limits beyond certain levels, and additional layers of insurance cover - Excess of Loss – from other insurers are frequently sought to build up the total amount of cover available.

Our Excess of Loss cover is specifically designed to both meet the needs of such businesses and to be easily incorporated into their overall insurance programme.

## Directors and Officers Liability

Directors and Officers Liability insurance provides financial protection and therefore peace of mind for directors in terms of their personal liability when managing their company in their capacity as a director.

Under the 1985 and 1989 Companies Acts directors and officers are exposed to over 200 areas of statutory liability. This means that they can face unlimited personal liability for their actions and decisions on behalf of the company. Other legislation (e.g. Companies Act 2006) has further increased such liabilities.

Where a director or officer is alleged to have committed a wrongful act (any actual or alleged breach of duty, trust, neglect, error or omission) in performance of their duties they are exposed to potential liability.

A directors personal assets may be at risk if they are sued - claims can be brought by anyone with an interest in the affairs of the company: regulators, statutory authorities, shareholders, other directors, employees and in the case of insolvency, creditors, liquidators and administrators.

Designed to meet the needs of medium to large sized UK businesses Allianz Insurance plc is one of the few leading insurers who offer Directors & Officers cover as part of a combined insurance policy.

## Employers Liability

Insures your legal liability to pay compensation to employees if they are injured (this means bodily injury, death, disease, illness or shock) whilst working for you. Cover includes your costs and those of your employee.

The policy applies in the United Kingdom and anywhere in the world for employees who live in the United Kingdom and are working temporarily abroad. They must bring any claim in the United Kingdom or any member country of the European Union.

The standard limit of indemnity is £10m, but higher limits may be available on request.

## Fidelity Insurance

This cover provides for the direct loss of money or goods caused by employee theft, fraud or dishonesty, committed with the clear intent of obtaining an improper gain for themselves, up to the limit selected by you.

## Accident Insurance

The cover provides for compensation for an accident which results in death or disablement.

A range of capital sums and weekly benefits can be tailored to meet your needs. A wide range of extensions are automatically added to the base level of cover and a comprehensive range of telephone helplines are included too.

## Business Travel

The cover can provide for compensation arising out of an accident during a journey which within 12 months results in death or disablement.

Cover can include medical expenses incurred as a direct consequence of death, injury, illness or compulsory quarantine during a journey outside of the UK.

Other features can include cancellation and curtailment, baggage and personal money, personal liability, hijack and legal expenses.

A comprehensive range of telephone helplines are included too.

## Commercial Legal Expenses

Commercial Legal Expenses Standard cover is automatically provided where the Commercial Legal Expenses Section is operative and includes:

- Legal Expenses cover in respect of legal fees for Criminal Prosecution Defence with a cover limit of £100,000 any one claim
- Lawphone – access to a legal advice helpline to get advice on any commercial legal problem 24 hours a day, 365 days a year
- Allianz Legal Online – access to business support to help you produce legal paperwork in connection with your business.

Commercial Legal Expenses Optional Extension 1

- Standard cover plus Employment, Taxation Proceedings, Damage to Premises, Data Protection, Commercial Tenancy Agreement, Licence Protection, Personal Injury and Jury Service Allowance
- The cover in respect of legal fees has a limit of £100,000 any one claim, other than for Jury Service Allowance where the limit is up to £100 per day and £5,000 any one claim.

#### Commercial Legal Expenses Optional Extension 2

- Standard cover and Commercial Legal Expenses Optional Extension 1 plus Contract cover
- The legal fees in respect of Contract cover are limited to £50,000 any one claim.

## Professional Indemnity

**Professional Indemnity insurance provides protection from costs incurred as the result of professional negligence.**

Professional Indemnity insurance should be considered by any business or person who provides services such as advice, design, or offers their skills or knowledge services in a professional capacity.

Professionals can owe a duty of care to anybody who might reasonably rely upon the service or advice they have provided. Where high standards of service and advice are not met, a client is more inclined to resort to litigation. Professional Indemnity insurance is designed to provide protection against such claims, providing an indemnity for damages which are awarded against the business, compensation for legal costs in defending a claim, and for litigation costs awarded should a defence prove unsuccessful.

We offer 11 tailored policy wordings designed to comply with professional bodies' requirements which are:

- Accountants
- Architects
- Construction
- Engineers
- Insurance Brokers
- Management Consultants
- Media
- Miscellaneous
- Recruitment Consultants
- Surveyors
- Technology and Telecommunications

## Other Covers

### Engineering Insurance & Energy Services

Allianz Insurance plc offers a comprehensive range of Engineering products, including Contract Works, Contractors Plant & Machinery, Hired Plant, Deterioration of Stock and Inspection Services.

### Energy Services

The Energy Performance of Buildings Directive was introduced into the UK from January 2006. Its objective is to improve energy efficiency and reduce carbon emissions as part of the Governments' strategy to achieve a sustainable environment.

Under the Energy Performance of Buildings (Certificates and Inspections) Regulations 2007, property owners, operators and managers are required to put in place a programme of energy performance certification and energy inspections for air conditioning units.

Allianz Engineering Energy Services offer a range of services and solutions for compliance with the Energy Performance of Building Regulations through a network of accredited surveyors:

- **Energy Performance Certification**
- **Display Energy Certification**
- **Air Conditioning (Level 1 & 2) Efficiency Inspection**
- **Heating Plant (Boiler) Efficiency Inspection**
- **Energy Audit and report**

Please contact your insurance adviser for details of these products and services.

We can also cover you for Commercial Vehicles and Private Cars, and Marine Cargo. Your insurance adviser will be pleased to tell you about these.

# Covers Available

## Property Damage All Risks and Property Damage Events

### Significant Features and Benefits

- **Contents** - cover includes computer records, money up to £1,000, personal effects of employees and directors up to £1,000.
- **Inflation Provision** - sums insured are index linked. Alternatively you may select the Day One Reinstatement basis of settlement.
- **Services** - cover provided for damage to services including telephone, gas, water and electricity instruments, piping, cabling etc.
- **Alterations and Additions** - limit up to £1,000,000.
- **Locks and Keys** - covers the cost of replacing locks and keys limit £25,000 any one claim.
- **Metered Utilities** - covers charges incurred as a consequence of damage up to £25,000 any one claim.
- **Exhibitions** - covers property whilst at any exhibition up to £25,000 any one exhibition.
- **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 £25,000 any one claim.
- **Landscaped Grounds** - covers the cost, up to £25,000 of restoring landscaped grounds to their original appearance following damage at the premises.
- **Terrorism** - cover can be extended for an additional charge. For further information contact your insurance adviser.
- **Automatic Reinstatement** - sums insured will not be reduced by the amount of any claim unless we advise you otherwise. This extension will be subject to payment of an additional premium in the event of a claim, and we may require you to implement risk reduction measures.
- **European Union & Public Authorities (and Undamaged Property)** - cover includes the cost of complying with European Union & Public Authorities requirements. Including the costs relating to undamaged portions of the buildings subject to a 15% limit.
- **Removal of Debris** - cover includes the necessary and reasonable costs of removing debris following a loss, including the cost of cleaning, clearing or repairing of drains, sewers gutters.
- **Professional Fees** - cover includes architect's, surveyor's, managing agent's, legal and consulting engineer's professional fees incurred following a loss.
- **Index Linking** - the sum insured will be adjusted to take into account inflation, and will be automatically increased at each renewal date.
- **Contracting Purchaser's Interest** - cover for buildings in the period between exchange of contract and completion.
- **Fire Extinguishers and Sprinklers** - cost of refilling, recharging risk protection, equipment up to £25,000.
- **Inadvertent Omission to Insure** - provides cover for buildings and contents which have been inadvertently left uninsured up to £1,000,000.
- **Theft Damage to Buildings** - cover for damage to occupied buildings by theft. An excess. Normally £500, will apply to this cover.

### Significant Exclusions or Limitations (variable upon cover options)

- explosion due to bursting of non domestic steam boilers, or other steam apparatus
- malicious damage, freezing or escape of water in any unoccupied building
- theft or theft damage not involving forcible and violent entry to or exit from the premises, or from open sided or temporary buildings or involving any partner, director, or employee
- theft, storm, tempest or flood to fences and gates and movable property in the open
- acts of fraud or dishonesty by any partner, director, or employee
- disappearance, unexplained or inventory shortage or filing or misfiling 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
- damage attributable to changes in water table level
- 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
- damage due to pollution or contamination
- property in transit
- terrorism
- the excess - please refer to your policy schedule

### Subsidence

- If operative subsidence cover will exclude:
  - damage to surfaced areas, walls, gates and fences, and various specified items unless the building is also damaged
  - the settlement or movement of made up ground
  - coastal or river erosion
  - defective design or workmanship or the use of defective materials
  - damage which commenced prior to inception of this cover
  - damage as a result of demolition, excavation or other building work
  - a minimum excess of £1,000

## Property Damage All Risks and Property Damage Events

### Significant Features and Benefits

- **Leased and Rented Premises** - where as a tenant or lessee you may be legally liable for buildings and fixtures/fittings but which under the terms of the agreement are insured elsewhere. Cover extends to provider difference in conditions or limits over such specific insurance up to £1,000,000.
- **Unauthorised use of Supplies** - the unauthorised use of electricity, gas, water or other metered supplies is covered up to an amount of £25,000 in respect of occupied properties.
- **Property Stored** - stock cover extends to include storage elsewhere than at your premises, up to £250,000
- **Undamaged Tenants Improvements** - if following damage your lease is terminated and you cannot legally remove your own fixtures and fittings, cover extends to include their value, up to £100,000.
- **Loss Minimisation and Prevention Expenditure** - cover includes costs you incur with our consent to prevent or reduce imminent impending damage, up to £25,000 any one claim.
- **Further Investigation Expenses** - cover includes investigation costs incurred by you with our consent to establish whether buildings adjacent to those damaged are also damaged, up to £5,000.
- **Moulds, Tools and Dies** - cover includes moulds, tools and dies belonging to you or for which you are responsible whilst anywhere in the UK including in transit, up to £250,000.

### Significant Exclusions or Limitations (variable upon cover options)

#### Conditions - Unoccupied Buildings

Unoccupied buildings are not insured unless they are notified to us and specific precautions are taken to inspect and protect the property as specified in the policy.

#### Theft Cover - Conditions

You must ensure that the premises are kept secure and in a good state of repair. Whenever the premises are closed for business all keys including duplicate keys must be removed from the premises.

#### Intruder Alarm Condition

If your premises are protected by an Intruder Alarm Installation certain important conditions relating to the operation of such system will apply.



## Business Interruption and Book Debts

### Significant Features and Benefits

Cover options are as outlined under the Property Damage Section - "All Risks" or Events.

#### Basis of settlement available:

- Gross Profit or Estimated Gross Profit
- Gross Rent or Estimated Gross Rent
- Revenue or Estimated Revenue
- Income or Estimated Income
- Additional Cost of Working

The Estimated basis of settlement provides a limit of liability of 133.33% of the Estimated Gross Profit, Rent, Revenue or Income giving inflation protection.

#### The following extensions can be added to if required:

- Suppliers - provides for a limit up to £100,000 at unnamed suppliers premises.
- Customers - provides for a limit up to £100,000 at unnamed customers premises.
- Contract Sites - provides a limit up to £100,000 for any one location.
- Property Stored - provides a limit up to £100,000 for property stored.
- Transit - provides a limit up to £100,000 for property whilst in transit.
- Exhibition Sites - provides for a limit up to £25,000 for any one exhibition site.
- Moulds, Tools and Dies - provides cover anywhere in the UK including in transit, up to a limit of £25,000.
- Supply Undertakings - provides cover arising from damage at the premises of electricity, gas, water or telecommunications services, up to £10,000,000.
- Denial of Access - provides cover should property in the vicinity of the premises be damaged and access is prevented or hindered.
- Book Debts - provides cover, up to a limit of £250,000, for outstanding debit balances.
- Terrorism - cover can be extended for an additional charge. For further information contact your insurance adviser.
- 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. 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. A limit of £25,000 applies.

### Significant Exclusions or Limitations

- exclusions as shown under the Material Damage section, except explosion of a steam boiler or economiser which is covered
- the deliberate act of a supply undertaking of water, gas, electricity, fuel or telecommunications services is excluded
- erasure, loss, distortion or corruption of information on computer systems or other records, programs or software are excluded.

#### Material Damage Requirement

- Liability must have been admitted under the Property Damage insurance for there to be a Business Interruption claim

#### Conditions - Estimated Basis of Settlement

- A declaration of the amounts actually earned must be made to us within 6 months after each period of insurance

#### Conditions - Book Debts

- Monthly records must be kept and a copy stored away from your premises

# Money

## Significant Features and Benefits

### Standard Cover includes the following:

- Safes and Strong rooms - provides cover for loss or damage as a result of theft or attempted theft of or to safes, strong rooms (£10,000 limit), bags, containers (its value at the time of loss), clothing and personal effects (£500 limit any one person) belonging to you or any partner or employee following assault or violence.

- Personal Assault Extension - provides compensation in the event of an insured person being injured as a direct result of theft or attempted theft of money involving assault or violence or the threat of assault or violence. The benefits are as follows:

a) Death	£25,000
b) Loss of one or more limbs and/or sight of one or both eyes	£25,000
c) Permanent Total Disablement	£25,000
d) Temporary Total Disablement - per week (maximum 104 weeks)	£100
e) Temporary Partial Disablement - per week (maximum 104 weeks)	£50

## Significant Exclusions or Limitations

- loss due to the dishonesty of any partner, director or employee, not discovered within 15 days of its happening
- damage to any machine that uses coins, notes or tokens
- loss from any unattended vehicle
- shortage due to error or omission
- loss or shortage due to depreciation currency fluctuations consequential loss or damage of any kind or description
- loss resulting directly or indirectly from forgery, fraudulent alteration or substitution, fraudulent use of a computer or electronic transfer
- loss resulting from use of any form of payment which proves to be counterfeit false invalid uncollectable irrecoverable for any reason
- loss insured or insurable under a Fidelity policy
- terrorism
- the excess - please refer to your policy schedule

### Conditions

- Whenever the premises are closed for business the safe keys must be removed from the premises.
- Money in transit must be accompanied as specified in the policy.

### Intruder Alarm Conditions

If your premises are protected by an Intruder Alarm Installation certain important conditions relating to the operation of such system will apply.

## Own Goods in Transit

### Significant Features and Benefits

#### Standard cover includes the following:

- Clothing and Personal Effects - provides cover for loss or damage to clothing and personal effects, up to a limit of £500 per person.
- Sheets and Ropes - cover includes sheets, ropes, packing materials and the like.
- Substitute Vehicles - provides for cover on a substituted vehicle whilst own vehicle is undergoing service or repair.
- Transhipment and Debris Removal - includes transhipment and recovery of goods following collision or overturning of the vehicle and removal of debris.
- FOB conditions – up to 30 days from the commencement of transit

### Significant Exclusions or Limitations

- loss or damage due to:
  - depreciation, contamination or deterioration unless caused by accident to the vehicle
  - inherent vice, leakage or loss in weight or volume
  - bruising, scratching, chipping, denting, rust, oxidation or discolouration
  - default in packing or addressing of any parcel or package
  - pollution or contamination
  - delay or loss of market confiscation or detention by customs or other officials or consequential loss of any kind
- 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
- jewellery, precious stones or metals, bullion, furs, works of art, livestock, securities, stamps, documents, manuscripts, business books, plans or designs, livestock or your own machinery or plant
- insufficiency or insuitability of packing or preparation
- terrorism
- the excess - please refer to your policy schedule

#### Conditions

- You must take all reasonable care in the selection of honest and competent employees, and maintain vehicles in a roadworthy condition.
- Vehicle security protections must be maintained in working order and set or secured when the vehicle is unattended.

## Specified All Risks

### Key Features and Benefits

The cover provides for accidental loss or destruction of or damage to specified items within the Territorial Limits of the UK, EU or world-wide.

The maximum amount payable for any one claim is:

- the total sum insured or
- for each item its individual sum insured at the time of damage.

### Significant Exclusions or Limitations

- loss due to any person obtaining any property by deception
- frost, wear and tear, gradual deterioration, inherent defect
- rot, mildew, rust, corrosion, insects, woodworm, vermin
- dyeing, cleaning, repair, renovation, marring or scratching
- electronic, electrical or mechanical breakdown, failure or derangement
- faulty manipulation, design, plan, specification or materials
- pollution or contamination
- consequential loss or market depreciation
- loss or damage outside of the territorial limits - see your policy schedule
- terrorism
- the excess - please refer to your policy schedule
- **Intruder Alarm Conditions**  
If your premises are protected by an Intruder Alarm Installation certain important conditions relating to the operation of such system will apply.
- Vehicle security protections must be maintained in working order and set or secured when the vehicle is unattended.

# Computer

## Key Features and Benefits

This cover provides for:

### Computer Equipment – Cover One

All Risks cover including residual breakdown to:

- installed and portable computer equipment
- laptops, digital cameras and projectors
- personal digital assistants (PDA's) but excluding mobile devices where the sole or primary function of the item is to make/send and receive telephone calls and SMS messages
- auxiliary equipment including environmental control and voltage regulation equipment
- Territorial Limits
  - Great Britain, Northern Ireland, Isle of Man and the Channel Islands
  - World-wide extension for portable equipment.

### Computer Media – Cover Two

All Risks (including corruption and full breakdown) to data carrying materials including computer programs/software and recompilation of information from other records

- Territorial Limits; Worldwide.

### Additional Expenditure – Cover Three

Increased cost of working incurred during the selected indemnity period following:

- All Risks to insured property detailed above
- Physical damage to telecommunications system
- Failure/fluctuation of electricity supply
- Denial of access
- Territorial Limits; Worldwide except for failure of any telecommunications system used in connection with the Insured Property which must be as a result of accidental physical loss or destruction of or damage occurring within Great Britain Northern Ireland Isle of Man and the Channel Islands.

### Standard cover includes the following:

- Debris removal and Professional fees
- Portable Equipment Worldwide; £100,000 in the EU, £50,000 outside the EU
- Expediting Costs £50,000
- Investigation Costs £50,000
- Additional Equipment; up to £350,000
- Recharging of Gas Reservoirs £50,000
- Damage to Security Devices £50,000 or 10% of the Cover One sum insured whichever is the less
- Additional Lease/Rental costs £50,000
- Accountants Fees £50,000
- Incompatibility of Computer Media £50,000
- Research & Development Costs £25,000 or 20% of the Cover Two Limit of Liability whichever is the less
- Loss of Interest 10% of the limit for Cover Three
- Waste Disposal Cost £25,000
- Security Guard cost up to £10,000
- Automatic Reinstatement
- Inadvertent omissions

## Significant Exclusions or Limitations

- Equipment controlling any manufacturing process
- The policy excess
- Loss or damage recoverable under a maintenance agreement
- Deliberate acts of supply authorities
- Programming errors/design defects and inventory losses
- Terrorism
- Virus and Hacking
- Breakdown of non-maintained computer equipment
- Unproven software and the value of data to the Insured
- Incorrect storage of Computer Media
- For Cover Three the first 48 hours if no maintenance agreement is in force
- Computer Date Recognition

### Conditions

You must

- back-up data records and where possible store off site with duplicate copies
- keep up to date records of values at risk and provide to us annually by declaration

### Intruder Alarm Condition

If your premises are protected by an Intruder Alarm Installation certain important conditions relating to the operation of such system will apply.

## Engineering – Machinery Damage

### Key Features and Benefits

This cover provides for:

#### Sudden and Unforeseen Damage – Cover One

Cover for sudden and unforeseen damage, including breakdown, explosion, collapse and accidental damage.

#### Own Surrounding Property (Pressure Plant) – Cover Two

Cover for damage to property belonging to the Insured or in their care or custody caused by damage to pressure plant insured under Cover One e.g. boiler explosion.

#### Territorial Limits

- Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

#### Standard cover includes the following:

- Public Authorities requirements
- Debris Removal
- Additional Plant to section limit
- Temporary removal up to £100,000
- Additional Costs up to £25,000
- Claim Preparation Costs up to £5,000
- Hired in Plant/Hire Costs up to £20,000
- Fuel Storage Tanks Loss of Contents up to £25,000. Subject to a maximum value in any tank of £25,000 and a maximum in all tanks of £100,000
- Avoidance of Impending Damage
- Payment on Account
- Claims investigation cost up to £25,000

### Significant Exclusions or Limitations

- Perils commonly covered under a property policy such as fire, explosion, lightning, flood, theft, etc are excluded
- The policy excess
- Maintenance, faulty workmanship or application of tools
- Wear and tear or gradual deterioration
- Expendable items such as cutters, bits, tools, moulds, driving belts, etc
- Damage to protective devices
- Damage to property arising from multiple lifting operations
- Vessels, craft, vehicles, rigs, platforms or devices
- Any consequential losses such as penalties for delay or loss of profits
- Damage to any item arising during installation or testing
- Pollution and Contamination
- Terrorism and E-Risks
- Scratching
- Overload or abnormal conditions

#### Conditions

You must

- take all reasonable precautions to safeguard the insured property against loss or damage
- keep up to date records of values at risk and provide this information to us annually by declaration.

In addition:

- average will apply where the value of machinery declared is less than 85% of the new replacement value of the machinery.

## Engineering – Business Interruption

### Key Features and Benefits

#### This cover provides for:

- Business Interruption following sudden and unforeseen damage including breakdown and collapse
- Basis of Settlement Available
  - Estimated Gross Profit
  - Estimated Revenue

Cover provides a limit of liability of 133.3% of the estimated sum insured

#### Standard cover includes the following:

- Claims Preparation Costs £10,000

### Significant Exclusions or Limitations

- Perils commonly covered under a property policy such as fire, explosion, lightning, flood, theft, etc are excluded
- The Time Exclusion or Excess
- Wear and tear, gradual deterioration
- Expendable items such as cutters, bits, tools, moulds, driving belts, etc
- Damage to protective devices
- Damage to property arising from multiple lifting operations
- Vessels, craft, vehicles, rigs, platforms or devices
- Other consequential losses such as penalties for delay, guarantees of performance or loss of use
- Breakdown of new plant
- Pollution and Contamination
- Terrorism and E-Risks
- Application of tools
- Computer date recognition
- Scratching

#### Conditions

- A declaration of the Gross Profit or Gross Revenue actually earned must be made to us within 6 months after each period of insurance

## Public and Products Liability

### Key Features and Benefits

Limit of Indemnity - as selected by you up to £5m. The amount relates to:

- One claim or series of claims arising out of one occurrence
- All claims any one period of insurance arising out of products supplied
- All claims any one period of insurance for pollution or contamination.

#### Territorial Limits

- the United Kingdom
- in respect of Injury, loss or damage caused by or arising from
  - i. manual and non-manual work occurring during any temporary visit or journey anywhere in the world (other than the United States of America or Canada) and
  - ii. non-manual work occurring during any temporary visit or journey to the United States of America or Canada
 by any partner, director or Employee of the Insured normally resident within the United Kingdom
- anywhere in the world in respect of Products

#### Legal and other Costs and Expenses

Cover is provided for the above in connection with the defence of any valid claim, including your representation at any coroner's inquest, fatal accident enquiry or certain criminal proceedings

#### Health and Safety at Work - Legal Defence Costs

Covers legal defence costs arising out of the Health & Safety at Work Act 1974.

#### Court Attendance Compensation

Covers attendance as a witness in connection with a claim:

- Director/partner £750 for each days' attendance
- Employee £250 for each days' attendance

#### Corporate Manslaughter and Homicide

Cover extends to include legal costs and expenses incurred with our consent and costs of the prosecution awarded against you in connection with the defence of any criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 in respect of any fatal injury. Cover is limited to £5M or the amount stated in the policy schedule which ever is the lower.

### Significant Exclusions or Limitations

- injury to any employee
- loss of or damage to property belonging to you or in your charge or control except premises occupied by you for temporary work
- 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 or any aircraft or water craft other than hand-propelled or sailing craft or those used for business entertainment purposes in inland waters
- 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
  - claims made in any country outside the European Union if you have premises or representation in that country
- injury, loss or damage arising from manual work carried out away from the premises, and undertaken in the United States of America or Canada
- loss or damage to contract works undertaken under a contract or liability under JCT Contract Clause 6.5.1
- injury, loss or damage arising from products exported to the USA or Canada
- 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
- work on an offshore installation or travelling to or from
- **Terrorism Cover**  
Cover for acts of Terrorism is limited to £5M or the amount stated in the policy schedule which ever is the lower.
- **The Excess**  
Please refer to your policy schedule



## Liability Excess of Loss

### Significant Features and Benefits

- Provides an additional limit of indemnity operating in excess of the limit provided by the underlying insurance cover.
- Covers Legal Liability in accordance with the terms of the underlying insurance, provided
  - that the insurers of the underlying insurance have admitted liability or agreed to pay the full amount of the Underlying Limit
  - the underlying insurance is maintained in full during the currency of this cover
- Provides cover should the limit under the underlying insurance be partially or totally exhausted

### Significant Exclusions or Limitations (variable upon cover options)

- the terms, conditions and exclusions applying to the underlying insurance
- failure of the insurers of the underlying insurance cover

#### Claim Notification Condition

Notification to be made where a claim exceeds 50% of the limit applying to the underlying insurance

## Directors & Officers Liability Insurance

### Significant Features and Benefits

- Directors & Officers and company reimbursement cover up to £10,000,000 limit of indemnity on an any one claim basis
- Non-executive director cover up to £250,000
- Investigation cover costs
- Company entity liability cover up to £1,000,000 in the aggregate
- Automatic new subsidiary cover for any subsidiary with assets up to £250,000 and/or any of its securities listed on any exchange
- Covers wrongful acts committed after any management buy-out for a period of 45 days
- Discovery period of 90 days automatically at no additional premium or 12 months at an additional premium of 50% of the full annual premium
- Past insured person cover for any loss from any claim first made against any past insured person for wrongful acts committed before they voluntarily relinquished such position or cover for any investigation costs in connection with any investigation/self report investigation first made against such past insured person following the expiry date of the period of insurance
- Reputational crisis costs up to £10,000 per circumstance or £10,000 per insured person where more than one insured person named in the claim or circumstance
- Crisis communication consultant briefing session available at no additional charge during the period of insurance
- Environmental extension provides defence costs incurred by an insured person for an environmental violation up to £50,000 in the aggregate
- Cover for circumstance investigation costs up to £25,000 in the aggregate
- Insolvency hearing costs up to £25,000 in the aggregate
- Assets and liberty costs up to £25,000 in the aggregate
- Court attendance costs up to £10,000 in the aggregate

### Significant Exclusions or Limitations

- Behaviour arising out of the committing of a dishonest act or the insured person gaining any personal profit to which they were not legally entitled
- Prior claims/circumstances arising out of any claim, investigation or self report investigation first made or commenced prior to inception of the policy or circumstances which have been notified under any other policy providing management liability cover and attaches prior to the inception of this section
- Prior and pending litigation arising out of any legal/arbitral proceedings involving any company or outside entity or any insured person initiated prior to, or pending at the prior/pending litigation date OR any fact, circumstance, situation or event underlying or alleged in such proceeding or alleging or deriving from the same or essentially the same facts regardless of the legal theory upon which the claim against the insured person in predicted
- Trustees arising out of any claim against an insured person in their capacity as a trustee/fiduciary under law or an administrator of any trust fund, pension scheme, profit-sharing scheme or employee benefit scheme of any company or outside entity
- Bodily injury and property damage but not in respect of defence costs for non-indemnifiable loss of any insured person who is a natural person OR mental anguish/emotional stress in respect of an employment practice wrongful act OR loss where personal liability is established against an insured person, but only for non-indemnifiable loss
- Acknowledged USA company vs. insured arising out of any claim brought or maintained in the United States of America by/on behalf of any company, insured person our outside entity
- Offering of securities during the period of insurance provided that this exclusion shall not apply to debt offerings anywhere in the world
- Competition and restraint of trade arising out of or attributable to violation of any law, rule or regulation relating to competition, activities in restraint of trade, or deceptive acts and practices in trade and commerce
- Securities attributable to the actual or intended private placement or public offering of any securities
- Professional services for the performance or failure to perform professional services for any person or any act, error or omission
- Patent copyright attributable to any actual or alleged infringement, misappropriation or violation of any copyright, patent, title or other proprietary or licensing rights of any products, technologies or services
- Contractual liability from any actual or alleged contractual liability under any contract or agreement
- Pollutants
- Pension scheme attributable to any claim against any company relating to any trust fund, pension scheme, profit-sharing scheme or employee benefit scheme of any company or outside entity
- Insured vs insured claims

## Directors & Officers Liability Insurance

### Significant Features and Benefits

### Significant Exclusions or Limitations

- Employment practice wrongful act
- Bodily injury and property damage
- Products attributable to the efficiency, inefficiency, performance or lack of performance , defects or non-compliance with health and safety standards or any products manufactured, produced, processed, sold or developed by the company

## Employers Liability

### Significant Features and Benefits

Limit of Indemnity - Standard £10m (higher limits may be available on request) in respect of any one claim or series of claims arising out of one occurrence.

#### Territorial Limits

- The United Kingdom.
- Elsewhere in the world for employees resident in the United Kingdom but temporarily employed elsewhere.

#### Legal and other Costs and Expenses

Cover is provided for the above in connection with the defence of any valid claim including your representation at any coroner's inquest, fatal accident enquiry or certain criminal proceedings.

#### Health and Safety at Work - Legal Defence Costs

Covers legal defence costs arising out of the Health & Safety at Work Act 1974.

#### Unsatisfied Court Judgements

Covers payment of court judgements obtained by employees against third parties for injury sustained at work, if the judgement remains unsatisfied.

#### Court Attendance Compensation

Covers attendance as a witness in connection with a claim:

- Director/partner £750 for each days' attendance
- Employee £250 for each days' attendance

#### Corporate Manslaughter and Homicide

Cover extends to include legal costs and expenses incurred with our consent and costs of the prosecution awarded against you in connection with the defence of any criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 in respect of any fatal injury. Cover is limited to £5M or the amount stated in the policy schedule which ever is the lower.

### Significant Exclusions or Limitations

## Fidelity Insurance

### Significant Features and Benefits

The cover provides for the direct loss of money or goods caused by employee theft, fraud or dishonesty, committed with the clear intent of obtaining an improper gain for themselves, up to the limit selected by you.

Employee definition includes temporary agency staff

Cover extends to include the costs of rewriting or amending computer programs following the fraudulent use of computer systems.

Discovery Period 24 Months

### Significant Exclusions or Limitations

- losses identified more than 24 months after an employee has left your employment
- losses arising from subsequent acts of fraud or dishonesty by an employee
- loss dependant upon any inventory or profit and loss compilation
- loss of interest, fines, penalties or consequential loss

#### Conditions

Special conditions governing the required standards and systems of check apply, which must be followed if the cover is to operate.

## Accident

### Significant Features and Benefits

The policy selected can provide compensation for accidental bodily injury that results in:

- Death
- Permanent Total Disablement
- Loss of Limb
- Loss of Hearing
- Loss of Sight
- Loss of Internal Organ
- Loss of Speech
- Temporary Total Disablement
- Temporary Partial Disablement

#### Extensions of cover:

- Rehabilitation and Retraining Expenses
- Visitors Benefit
- Hospitalisation Benefit
- Training Placements Benefit
- Age Enhancement Benefit
- Assault Injury Enhanced Benefit
- Temporary Replacement Staff Cost
- First Aid Expenses
- Employee Assistance Helpline
- Medical Helpline

### Significant Exclusions or Limitations

The policy does not cover injury arising from:

- Suicide or self injury
- Drugs or Alcoholism
- Participation in off-piste winter sports
- Sickness or disease
- Radioactive contamination
- Service in the armed forces
- Flying as a member of the aircraft crew
- War within Europe in which any of the major powers are involved, or UN enforcement action

Up to £10,000 to pay for rehabilitation and retraining costs in the event of an Insured Person suffering Permanent Total Disablement

£2,500 per visitor if they sustain accidental bodily injury whilst on your premises up to a maximum of £10,000 any one claim

£50 per day if hospitalisation and/or convalescence occurs as a result of accidental bodily injury up to a maximum of £4,000

Covers work experience placement trainees under government funded training programmes – Limit of £25,000 per person

Extends to cover Insured Persons between 75 and 80 years of age for a benefit of £2,500

An additional 10% of the benefits covered if an Insured Person sustains accidental bodily injury as a result of an assault up to a maximum amount of £25,000

An additional £5,000, following payment of the death benefit, towards reasonable additional costs incurred in conducting the business

Up to:

- 15% of the capital sum benefit covered
- 30% of the weekly benefit covered

Maximum benefit payable £15,000 any one insured person

Free service operating 24 hours a day, 365 days a year

Free service operating 24 hours a day, 365 days a year

Cover for contamination by Terrorism is not included unless a specific amount is shown under Contamination by Terrorism Accumulation Limit in the Schedule

## Business Travel

### Significant Features and Benefits

#### Medical Expenses

Provides indemnity for medical expenses incurred whilst on an insured journey outside of the UK. This includes, where necessary, repatriation of an Insured Person or bringing an Insured Person's remains back to the UK.

- Medical and emergency travel expenses up to £10,000,000
- Continued medical expenses necessarily incurred, and not otherwise available from the NHS in the UK for up to 6 months to a maximum benefit amount of £20,000
- Emergency Medical Assistance Service – Free service operating 24 hours a day, 365 days a year

#### Emergency Travel Expenses

- Additional costs incurred following death, injury or illness for:
  - Travel and accommodation of 2 relatives or friends (if required on medical advice)
  - Funeral expenses outside the UK
  - Transportation costs of the body or ashes and personal effects back to the UK
  - Travel expenses to attend a funeral or in the event of critical illness of an immediate member of the family (if unforeseeable at the time of the trip)

#### Extensions of cover:

- Overseas Hospitalisation

#### Replacement Personnel Expenses

- Up to £10,000

#### Baggage & Money

##### Baggage

- Loss, theft or damage to an Insured Person's personal effects.
- Up to £10,000

##### Money

- Loss or theft of money and items with a monetary value, i.e. tickets
- Up to £5,000

### Significant Exclusions or Limitations

#### The policy does not cover injury or illness arising from:

- Any travel against the advice of a medical practitioner
- Any trip where the purpose is to receive medical treatment or advice
- Childbirth/pregnancy in the last month prior to the expected date of confinement
- Any trip where the purpose is to receive cosmetic treatment
- Medication costs known or required prior to travelling
- The Emergency Medical Assistance Service must be consulted prior to incurring any costs
- £50 per each complete 24 hour period of hospitalisation or convalescence occurring as a result of accidental bodily injury or illness up to a maximum of £1,000

#### Provided:

- You do not incur unnecessary costs
- The replacement personnel are a business necessity
- Losses must be notified to the appropriate authorities as soon as possible, and in any event within 48 hours of discovery, and a written report obtained

#### The policy does not cover:

- Loss of monetary value due to depreciation
- Loss/damage to, or theft of deeds, securities or manuscripts
- Baggage stolen or lost from an unattended vehicle unless in a locked boot/concealed in a locked vehicle
- Money stolen or lost from an unattended vehicle

## Business Travel

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>Baggage &amp; Money (continued)</b></p> <ul style="list-style-type: none"> <li>Pre-journey and post journey money cover. The money limit is extended to 72 hours prior to and after travelling</li> </ul> <p><b>Pre-journey loss of passport</b></p> <ul style="list-style-type: none"> <li>If the passport or visa is stolen and reported to the Police within 7 days of travelling, we will cover any necessary incurred costs up to £250 to procure a replacement</li> </ul> <p><b>Loss of passport during a journey</b></p> <ul style="list-style-type: none"> <li>If the passport or visa is stolen whilst travelling, we will cover any necessary incurred costs up to £1,000 to procure a replacement</li> </ul> <p><b>Temporary deprivation of baggage</b></p> <ul style="list-style-type: none"> <li>In the event baggage is temporarily deprived for over 4 hours, we will cover any necessarily incurred emergency essential purchases up to £1,000</li> </ul> <p><b>Fraudulent use of credit cards</b></p> <ul style="list-style-type: none"> <li>If credit/charge/debit/bankers cards are lost or stolen and fraudulently used, will cover up to £1,000.</li> </ul>	<ul style="list-style-type: none"> <li>Computer equipment, unless declared to and accepted by the Insurer</li> <li>Loss or damage caused by delay, detention or confiscation by any government or public authority</li> <li>Any claim payment under this extension from any claim for lost baggage</li> <li>As long as the card issuers terms have been complied with and the Insured is obliged to reimburse the Insured Person at the time of loss</li> </ul>
<p><b>Cancellation/Curtailment</b></p> <ul style="list-style-type: none"> <li>Covers the costs relating to the necessary cancellation or curtailment of an insured trip due to any cause outside their control up to £10,000</li> </ul>	<p><b>The policy does not cover:</b></p> <ul style="list-style-type: none"> <li>Disinclination to travel</li> <li>Travelling or planning to travel against the advice of a registered medical practitioner</li> <li>Childbirth/pregnancy in the last month prior to the expected date of delivery</li> <li>Cancellation or rescheduling of the intended purpose of the trip</li> <li>Redundancy or termination of employment</li> <li>Financial circumstances of the Insured or Insured Person</li> <li>Default of any provider of transport or accommodation</li> </ul>
<ul style="list-style-type: none"> <li><b>Delayed Departure</b></li> <li>Cover for the delay in departure of the aircraft, ship or train. £30 after the first 4 hours delay, with £30 for each subsequent hour of delay up to £750.</li> </ul>	<ul style="list-style-type: none"> <li>Travellers must check-in no later than the latest published check-in time</li> <li>Travellers must accept alternative means of travel</li> <li>Travellers must obtain written confirmation of the delay, and the reason for it, from the travel provider</li> </ul>



## Business Travel

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Delayed Departure (continued)</p>	<p>The policy does not cover:</p> <ul style="list-style-type: none"> <li>• Strike or industrial action</li> <li>• Financial failure of the travel agent/travel accommodation provider</li> </ul>
<p><b>Missed International Connection/Missed Departure</b></p> <ul style="list-style-type: none"> <li>• Reasonable travel, accommodation and refreshment expenses for missed departure of the aircraft, ship or train up to £500.</li> </ul>	<ul style="list-style-type: none"> <li>• The transfer time must have been sufficient to allow reasonable expectation of checking-in at least 45 minutes prior to the latest permitted time</li> <li>• The traveller must obtain written confirmation of the delay, and reason for it, from the travel provider</li> <li>• Travellers must accept alternative means of travel</li> </ul> <p>The policy does not cover:</p> <ul style="list-style-type: none"> <li>• Strike or industrial action</li> <li>• Financial failure of the travel agent/travel accommodation provider</li> <li>• Any claim covered under Delayed Departure</li> </ul>
<p><b>Hijack &amp; Kidnap</b></p> <ul style="list-style-type: none"> <li>• Compensatory benefit of £300 for each complete 24 hours, up to a maximum of £15,000 in the event of an Insured Person being involved in a hijack or kidnap</li> </ul>	<p>The policy does not cover:</p> <ul style="list-style-type: none"> <li>• Where the country travelled to, or via, is in a state of war</li> <li>• Ransom money</li> </ul>
<p><b>Personal Liability</b></p> <ul style="list-style-type: none"> <li>• Covers against costs and damages associated with having caused death or injury to a third party or damage to their property.</li> <li>• Up to £2,000,000 any one claim</li> </ul>	<p>The policy does not cover:</p> <ul style="list-style-type: none"> <li>• Bodily injury to employees' immediate family</li> <li>• Any act/duty in connection with the Insured's business or profession Injury/damage/loss arising out of ownership or use of: <ul style="list-style-type: none"> <li>- land or buildings</li> <li>- mechanically propelled or towed vehicles</li> <li>- aircraft, hovercraft or watercraft</li> <li>- animal (of a species defined as dangerous in the Animals Act or Dangerous Dogs Act)</li> </ul> </li> <li>• Malicious or unlawful act</li> <li>• Liability covered under any other insurance</li> <li>• Loss/damage occurring in any country outside the UK in which the Insured Person owns premises or is resident/domiciled</li> <li>• Fines, penalties, liquidated damages, punitive, exemplary or aggravated damages</li> </ul>

## Business Travel

### Significant Features and Benefits

#### Legal Expenses

- Cover for legal costs incurred to pursue a negligent third party for damages following an event that causes death or bodily injury to an Insured Person
- Up to £50,000 any one claim

### Significant Exclusions or Limitations

- Any amount of money that the Insured Person agrees to or has to pay any legal representative out of any compensation or damages that the Insured Person receives
- Claims relating to medical treatment
- Claims relating to an Insured Person driving any motor vehicle
- The Insured Person must make the claim within six months of the date of the event which gave rise to the Insured Person's death or bodily injury
- At any time before the Insurer agrees 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 Insurers' chosen legal representative cannot act for the Insured Person

## Business Travel

### Exclusions applying to all Business Travel sections

The policy does not cover injury arising from:

- Suicide or self injury
- Drugs or Alcoholism
- Participation in off-piste winter sports
- Radioactive contamination
- Service in the armed forces
- Flying as a member of the aircraft crew
- War within Europe in which any of the major powers are involved, or UN enforcement action

### Limitations applying across all sections

#### Age limit

Group Personal Accident	Up to 75
Business Travel	Up to 75
Sickness	Up to 55

#### Accumulation Limits

Event Accumulation Limit	Variable up to £25,000,000
Aircraft Accumulation Limit	Variable up to £15,000,000
Non-Scheduled Air Accumulation Limit	£250,000
Terrorism Limit excluding Nuclear, Biological & Chemical contamination is covered up to the Event Accumulation Limit	

Refer to the policy wording for full details of cover and the Policy Conditions and Policy Exclusions. In some cases, the first amount of a claim is not covered (known as a policy excess).

# Commercial Legal Expenses

Cover Event 3 is automatically included. Cover Events 1, 2 and 4 - 10 are available as optional trade ups. Your policy schedule will confirm which cover events, described below, are operative under your policy.

## Significant Features and Benefits

### 1 Employment

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

## Significant Exclusions or Limitations

- The first £500 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.

- 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.

- The first £100 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.

- The first £100 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.

# Commercial Legal Expenses

## Significant Features and Benefits

### 5 Data Protection

- Cover up to £100,000 for any one claim in respect of your legal costs to:
  - Defend you in a dispute relating to the Data Protection Act 1998.
  - Appeal against a refusal of an application for registration or alteration of your registered particulars.
  - Appeal against an Enforcement, De-registration or Transfer Prohibition Notice.
  - Pay compensation awards against you relating to the holding, loss or unauthorised disclosure of data under Data Protection legislation.

### 6 Commercial Tenancy Agreement

- Cover up to £100,000 to pursue your legal rights in a dispute relating to Property that your business occupies.

### 7 Licence Protection

- Cover up to £100,000 any one claim for defending the withdrawal, restriction or suspension of your business licence.

### 8 Personal Injury

- Cover up to £100,000 any one claim for taking legal action against another person who causes your death or bodily injury whilst you are engaged in your business.

### 9 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.

### 10 Contract

- Cover up to £50,000 for any one claim to enable you to take legal action or defend yourself in a dispute with a manufacturer or supplier or customer in respect of a contract for the sale, purchase, hire, service, supply or repair of goods or the supply or purchase of a service. Provided that:
  - a the goods or services in question are supplied in connection with your Business; and
  - b the amount in dispute is more than £5,000, other than a dispute where you are pursuing a claim in respect of the construction alteration or repair of any building, or part of that building, or structure when the amount in dispute must be more than £25,000.

## Significant Exclusions or Limitations

- The first £100 of any one claim.
- Any prosecution where you are accused of fraud or theft.
- Any dispute relating to your failure to register as a Data Controller.
- Any dispute relating to your failure to comply with legislation concerning the processing of Sensitive Personal Data.

- The first £100 of any one claim.
- Any disputes over rent or service charges.
- Any dispute relating to the renewal of a lease or tenancy agreements.

- The first £500 of any one claim.
- Hearings arising out of any commercial decision made by you.
- The first application for, or standard renewal of, the licence.
- Anything to do with drug offences, under age drinking or sexual indecency.

- Personal injury disputes between you and any employee(s).

- Limit of £100 per day applies.

- The first £500 in respect of any one claim
- any dispute which occurs within the first three months of the start of the first Period of Insurance. This will not apply if you had cover which is equivalent to that provided under this Section under another legal expenses policy up to the start of the first Period of Insurance.
- the recovery of money and interest due from another party other than a dispute where the other party has indicated an intention to defend the claim and that party has a realistic chance of defending the claim.
- any dispute where a claim is brought against you caused by or arising from the provision of goods or services relating to the construction, alteration or repair of any building, or part of that building, or structure.
- any dispute relating to computer hardware, software, systems or services.
- any dispute relating to a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

## Commercial Legal Expenses Section

### Significant Features and Benefits

#### 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

- any dispute relating to your legal right to own, occupy or use any land or building or any benefit or alleged benefit attaching to the land.
- any dispute relating to the ownership, possession, hiring or use of motor vehicles.

- Advice is only available over the telephone.

- This service is only available on the internet.

#### Section Limit

A limit of £500,000 for all claims which first occurred during the Period of Insurance applies under this section.

#### Section Exclusions

- Legal Expenses incurred without the insurers written consent.
- Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance 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.

# Additional Information

## Notifying a Claim

(not applicable to Commercial Legal Expenses Section claims)

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

## Allianz Claims Handling Office Telephone Numbers

### For Property Damage claims

Tel: 0344 412 9988

### For Liability and Accident claims

Tel: 0344 893 9500

### For Engineering claims

Tel: 01483 265825. Fax: 0370 060 5329

Lines are open from 9am to 5pm Monday to Friday.

Outside our normal opening hours contact us on our 24-hour claim notification line –

Tel: 0345 604 9824

For Medical Emergency whilst overseas –

Tel: +44 (0) 208 763 4810

## Allianz addresses for claims correspondence

### For all claims, other than Engineering claims:

Claims Division  
Allianz Insurance plc  
PO Box 10509  
51 Saffron Road  
Wigston  
LE18 9FP

### For Engineering claims:

Claims Department  
Allianz Engineering  
Haslemere Road  
Liphook  
GU30 7UN

## Commercial Legal Expenses Claims

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

### Allianz Legal Protection

2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW  
Tel: 0370 241 4140

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

# Additional Information continued

## How do I make a complaint?

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received 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 issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If you have a complaint, please contact our Customer Satisfaction Manager at:

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

Telephone number: 01483 552438

Fax Number: 01483 790538

Email: [acccsm@allianz.co.uk](mailto:acccsm@allianz.co.uk)

**You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.**

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Telephone: 0800 023 4567 or 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Using our complaints procedure or contacting the FOS does not affect your legal rights.

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: [acccsm@allianz.co.uk](mailto:acccsm@allianz.co.uk)

Alternatively, you can contact the Financial Ombudsman Service directly.

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

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

The Insured may be entitled to compensation from the FSCS if the Insurer is unable to meet its liabilities. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

## Policy Limits

Higher limits may be available on request. Please ask your insurance adviser for details.

## Law Applicable & Policy Language

Unless agreed otherwise by the Insurer:

**a** the language of the Policy and all communications relating to it will be English;

and,

**b** all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

## Terrorism Cover

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



# Additional Information continued

## Employers Liability Certificates

The Employers Liability (Compulsory Insurance) Regulations 1998 and subsequent Employers Liability (Compulsory Insurance) Amendment Regulations 2008 lay down certain obligations for employers and in particular you should be aware of the following:

- **Display of Certificates**

If the Employers Liability Section is insured, 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 place of business or make the certificate available in an electronic form so that each relevant employee to whom it relates has reasonable access to it.

- **Retention of Certificates**

There is now no legal requirement for you to retain copies of expired Certificates of Employers Liability Insurance. However, as certain claims e.g. industrial disease, could be made many years after the disease is caused, it is recommended that a complete record is kept of your Employers Liability Insurance history, including the name of the insurer(s), policy number(s) and dates of the relevant policies.

# Data Protection

Allianz Insurance plc together with other companies within the Allianz SE group of companies (“Allianz Group”) may use the personal and business details you have provided or which are supplied by third parties including any details of directors, officers, partners and employees (whose consent you must obtain) to:

- provide you with a quotation, deal with the associated administration of your policy and to handle claims;
- search credit reference, credit scoring and fraud agencies who may keep a record of the search;
- share with other insurance organisations to help offset risks, administer your policy, for statistical analysis, and to handle claims and prevent fraud;
- support the development of our business by including your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on our behalf.

Allianz Group may need to collect and process data relating to individuals who may benefit from the policy (“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 and/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 Allianz Group and that this fact is made known to the Insured Persons.

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the “ELTO”) and added to an electronic database, (the “Database”) in a format set out by the Employer’s Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers’ liability insurance of their employers, (the “Claimants”):

- I. to identify which insurer (or insurers) was (or were) providing employers’ liability cover during the relevant periods of employment; and
- II. to identify the relevant employers’ liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers

with potential liability for UK commercial lines employers’ liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website [www.elto.org.uk](http://www.elto.org.uk)

Telephone calls may be recorded for our mutual protection, training and monitoring purposes.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB.

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.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of your data and your insurance policy data in this way and for these purposes and that your directors, officers, partners, and employees have consented to our using their details in this way.



[www.allianz.co.uk](http://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 authorised by the Prudential Regulation Authority and regulated  
by the Financial Conduct Authority and the Prudential Regulation Authority.  
Financial Services Register number 121849.



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