

Allianz Insurance plc

Complete Contractor

Policy Details (including Policy Summary pages 1-11)



Chartered



Allianz 

Policy Summary

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

What is Complete Contractor?

The Complete Contractor product is designed to meet the demands and needs of someone wishing to insure the assets and legal liabilities of their business.

It is underwritten by Allianz Insurance plc (Allianz).

What is the policy duration?

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

Will I have any cancellation rights?

You have a right to cancel the policy within a 14 day period and receive a return of premium paid, less an administration charge of £25 and an amount representing the cover you have received to date.

This is subject to certain terms and conditions, full details of which can be found in the policy wording.

How do I make a claim?

If you need to claim, your dedicated claims team will help and guide you through the process.

You can notify us of a claim by:

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

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

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

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

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

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

You may be entitled to compensation from the FSCS if we are unable to meet our liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

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: accsm@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
Telephone: 0800 023 4567 or 0300 123 9123
Email: 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: HYPERLINK "mailto:accsm@allianz.co.uk" **accsm@allianz.co.uk**

Alternatively, you can contact the Financial Ombudsman Service directly.

Please read the policy

Please periodically review the policy documentation to make sure that it meets and continues to meet your needs and that you understand its terms, conditions, limits and exclusions.

If you wish to make a change or if there is anything you do not understand please contact your insurance advisor. If you fail to do so your policy may not operate or not operate fully.

Core/Optional Covers

Public and Employers' Liability – Policy Sections 1 and 2

Significant Features and Benefits

Public Liability – covers your legal liability in connection with your business to members of the public for accidental injury or accidental damage to material property. Limits of indemnity as shown in the schedule

Principal/Employer Extension – cover extends to include the legal liabilities of anyone you are carrying out work for under a contract in respect of that work

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

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

Court Attendance Compensation – covers court attendance as a witness by any partner, director or employee in connection with a claim.

Compensation limits are:

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

Employers' Liability –

if the optional cover is selected

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

Significant Exclusions or Limitations

- injury to any employee: under the Public Liability section
- 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 of or damage to goods sold, supplied, delivered, installed or erected
- the cost of recalling or refunding a defective product or rectifying faulty work
- liability arising out of ownership, possession or use of any mechanically propelled vehicle and attached trailer (other than the operation of mechanical plant as a tool) or any water craft, aircraft or spacecraft
- liability arising out of error or omission in any advice, design, formula, specification, inspection, certification or testing performed for a fee
- loss or damage to contract works undertaken under a contract or under JCT Clause 6.5.1
- loss or damage due to pollution or contamination unless caused by a sudden and unintended 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
- manual work undertaken outside of the EU in respect of Public Liability
- work on an offshore installation or travelling to or from
- property damage excess of £250
- liability in any way caused by, arising from or contributed to by exposure to or inhalation of Asbestos

Conditions

Fire Precautions

When using heat equipment or angle grinders, cover is subject to you, your employees or any sub contractors complying with this condition which has specific requirements for safe working and additional precautions that must be taken to prevent fire. If you fail to comply your policy may not operate.

Underground Services Risk Management

When carrying out any digging or excavation work, cover is subject to you, your employees or any sub contractors complying with this condition which has specific requirements that must be taken to prevent damage to underground services. If you fail to comply your policy may not operate.

Bona Fide Subcontractors

You must ensure that any bona fide sub contractors used by you have Employers' Liability and Public Liability insurance in force, with a minimum Limit of Indemnity of £1,000,000 for Public Liability. If you fail to comply your policy may not operate.

Temporary Employees – Policy Sections 1 and 2

Significant Features and Benefits

Cover for Public Liability and Employers' Liability for up to 3 temporary employees

Public Liability limit of indemnity reflective of the main cover
Employers' Liability limit of indemnity £10,000,000

Note – cover not available for some trades

Significant Exclusions or Limitations

- limited to a maximum of 100 days in any one period of insurance in total
- cover only applies if you employ at least one permanent member of staff
- property damage excess of £250

Tools – Policy Section 3

Significant Features and Benefits

Cover loss of or damage to hand tools or hand held portable power tools and parts. Optional cover for sums insured per person:

£1,000

£1,500

£2,000

£3,000

£4,000

£5,000

Single article limit of £1,000

Significant Exclusions or Limitations

- theft or theft damage of tools:
 - by you or any partner director family member or anyone employed by you
 - left unattended unless stored in a securely locked building
 - from any unattended vehicle, 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 9.00 pm and 6.00 am is kept in a securely locked building
- loss due to unexplained disappearance or inventory shortage
- wear and tear, depreciation, electrical or mechanical breakdown, failure or breakages
- loss or damage to any mechanically propelled vehicle or waterborne vessel or craft
- loss or damage outside of the EU
- £100 excess

Contract Works – Policy Section 4

Significant Features and Benefits

Covers loss or damage to

- contract works – up to the contract price limit
- own plant and tools, temporary buildings
- plant, tools and temporary buildings on hire
- employees tools and personal effects

Sums insured and limits are fixed, dependent on the band selected

Inflation Protection – up to an amount not exceeding 10% of the sum insured

Removal of debris – the cost of removal of debris up to 10% of the sum insured

Employer's Interest – the interest of any Employer for whom you are carrying out a contract

Professional Fees – the maximum contract price includes architects, surveyors, consulting engineers and other fees

Property Stored – covers site materials temporarily stored within the UK

Property in Transit – covers the property insured whilst in transit

Negligent breakdown of hired plant up to £5,000 any one item, subject to a £250 excess. Also covers continuing hire charges following loss or damage up to £10,000 any one loss

Property awaiting sale – private dwellings built but unsold are covered for a period of 90 days after completion for up to £100,000 any one claim subject to a £500 excess and subject to security requirements for all showhomes when closed for business

Significant Exclusions or Limitations

- loss or damage to any mechanically propelled vehicle (other than the operation of mechanical plant as a tool) or any aircraft, locomotive, water craft
- loss or damage to property part of any structure which existed prior to the start of the contract works, or property more specifically insured
- property for which you have no responsibility under contract conditions
- plant, tools and temporary buildings on hire unless under the Contractors Plant Association hire conditions
- defects in design, plan, specification, materials or workmanship
- loss or damage due to mechanical or electrical breakdown or derangement, wear, tear, or other deterioration, unexplained disappearance or inventory shortage, trees, shrubs and plants caused by frost or the failure to germinate
- computer equipment in excess of £2,500
- caused by pollution or contamination
- attributable to changes in water table level
- penalties, financial or consequential loss due to delay or failure to perform any work or contract
- loss or damage arising out of use or occupation of the contract works by any owner, occupant or tenant
- loss or damage outside the UK
- excesses as follows
 - employees tools £100
 - theft/malicious damage £500
 - all other losses £250
- money
- theft or theft damage of tools:
 - by you or any other partner, director, family member or anyone employed by you
 - left unattended unless stored in a securely locked building or compound
 - from any unattended vehicle, 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

Personal Accident – Policy Section 5

Significant Features and Benefits

Covers you or your partners or working directors against accidents occurring at work or in leisure time

A choice of up to five units per person. One unit:

- Death – £10,000
- Permanent Total Disablement – £10,000
- Loss of Limb – £10,000
- Temporary Total Disablement – £50 per week

Weekly benefits payable for up to 104 weeks

Compensation payable for permanent total disablement will be in accordance with the scale shown in the policy wording.

Significant Exclusions or Limitations

- caused by or due to an existing physical or mental condition
- motor cycling, winter sports (other than curling or skating) mountaineering or rock climbing (using ropes or guides), pot-holing, caving, any underwater activities using breathing apparatus, combat sports, hunting, riding or driving in any race
- aviation other than as a fare paying passenger
- due to suicide, intentional self injury, insanity or the influence of alcohol or drugs, pregnancy or childbirth, sexually transmitted diseases, HIV including AIDS
- work on an offshore installation or travelling to or from
- weekly compensation for the first two weeks of temporary disablement
- see policy wording for event and aircraft accumulation limits

Condition – Age Limitation

The cover will terminate at the end of the insurance period during which the age of 65 is attained.

Commercial Legal Expenses – Policy Section 6

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

Significant Features and Benefits

The cover provided under this Section covers Claims where the Insured

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

notifies the Insurer during the Period of Insurance.

Limit of Indemnity

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

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

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

Significant Exclusions or Limitations

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

Additional Benefits available to all policyholders

Lawphone Legal Helpline

Advice on any business related legal matter

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

Commercial Legal Expenses – Policy Section 6 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Tax Advice Helpline Advice on any tax matter affecting your business</p> <p>The advice is provided by Abbey Tax Protection a trading division of Abbey Tax and Consultancy Services Ltd</p>	<ul style="list-style-type: none"> • Advice is only available over the telephone • No advice is available in respect of tax planning • Advice will always be in accordance with the taxation laws of Great Britain and Northern Ireland
<p>Allianz Legal Online Online support to help you produce legal paperwork in connection with your business</p>	<ul style="list-style-type: none"> • This service is only available over the internet. • The legal paperwork and guidance will always be in accordance with the laws of Great Britain and Northern Ireland
<p>Additional Services available to all policyholders</p>	
<p>Undisputed Debt Recovery Service Access to this service which will pursue debts arising out of a contract and which are not disputed by the person or organisation that owes them to your business</p> <p>The service is provided by DWF LLP for undisputed debts within England and Wales, and HBJ Claim Solution solicitors for undisputed debts within Scotland</p>	<ul style="list-style-type: none"> • The legal action to recover the debt must be able to be taken within Great Britain • The amount of the undisputed debt must be at least £250 • We will not cover any fees or expenses necessary to recover the undisputed debt. These fees and expenses will be confirmed to you before any work is undertaken to recover the undisputed debt • This service does not apply where the person or organisation that owes the debt to your business has a realistic chance of defending the legal action you take to recover that debt
<p>Solicitor Employment Support Service This service will provide you with the use of a solicitor to carry out, on your behalf:</p> <ul style="list-style-type: none"> • a redundancy programme; or • an internal disciplinary hearing or grievance hearing relating to an Employee. <p>This service is available if the Lawphone advisor decides you would benefit from this service and is provided by DWF LLP</p>	<ul style="list-style-type: none"> • There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy
<p>Specialist Legal Support Service This service will provide you with access to a specialist solicitor if</p> <ul style="list-style-type: none"> • Lawphone is unable to assist with the legal problem because it is specialist in nature; or • the claim is not covered by the legal expenses section; or • you require a full legal review of your business. <p>This service is provided by DWF LLP</p>	<ul style="list-style-type: none"> • There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy
<p>Crisis Response This service will provide you with access to</p> <ul style="list-style-type: none"> • a range of services to provide support to prepare for, and deal with, a business crisis. • crisis management training, reviews and a bespoke crisis management plan. <p>This service is provided by DWF LLP</p>	<ul style="list-style-type: none"> • There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy

Property Damage – Policy Section 7

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
- escape of oil
- 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 (Option available to increase to 20%, 25%, 30% or 35%)

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 £500,000 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

Metered utilities – covers additional metered supply charges incurred up to £50,000

Exhibitions – up to £25,000 whilst at and in transit to/from exhibitions

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 £25,000 any one claim

Significant Exclusions or Limitations

- explosion due to bursting of non-domestic steam boilers, or other steam apparatus
- malicious damage, burst pipes, sprinkler leakage or escape of oil 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 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 undertaken at your premises or adjoining site
- £250 excess applies (£1,000 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 7

Significant Features and Benefits

Landscaped grounds – up to £10,000 any one claim for damage to grounds as a result of damage to the property insured

Locks and keys – the cost of replacement keys, locks or lock mechanism following theft of keys up to £5,000 any one claim

Damage to premises – covers damage following theft or attempted theft including the cost of any temporary measures to keep the premises secure
25% seasonal increase in stock sum insured

Cover for moulds, tools and dies up to £50,000 any one claim

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

Cover for goods in transit up to £5,000 any one claim

Damage to Money held in connection to the business directly resulting from theft or attempted theft from any safe or strong room, bag or other container used by the Insured or authorised partner, director or

employee of the Insured to carry money – up to £5,000 any one claim

Cash and other negotiable money:

- on the premises inside a locked safe – up to £5,000
- in transit or bank night safe – up to £5,000
- out of a safe outside business hours in the premises - up to £500
- in your personal custody or that of your employees out of business hours - up to £500

Significant Exclusions or Limitations

Precautions must be undertaken including vehicle protections

- loss due to the dishonesty of any partner, director or employee which is not discovered within 15 days of such loss
- damage to any machine that uses coins, notes or tokens
- loss from any unattended vehicle

Conditions

- Whenever the premises are closed for business the safe keys must be removed from the premises, money in transit must be accompanied by 2 adults when in excess of £3,000

Section 8 – Business Interruption

Significant Features and Benefits

Loss of one of the following;

- Gross Profit
- Revenue
- Increased Cost of Working Only (the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the Business during the Indemnity Period

resulting from loss or damage by any cause covered by the Property Damage section

Option of 12, 18, 24 or 36 months indemnity period

Inflation provision (not applicable to Increased Cost of Working Only)– sum insured is increased by 33.33% to protect you against inflation

Unspecified suppliers – damage at your suppliers premises which causes interruption to your business – up to 10% of the Gross Profit sum insured or £100,000, whichever is less

Unspecified customers – damage at your customers premises which causes interruption to your business – up to 10% of the Gross Profit sum insured or £100,000, whichever is less

Property stored – property that is kept elsewhere than at your premises up to 10% of the sum insured or £50,000, whichever is less

Supply undertakings – failure in the supply of water, gas, electricity or telecommunications up to 10% of the sum insured or £50,000, whichever is less following damage by an insured event

Denial of access – property that hinders the use or access to your premises up to 10% of the sum insured or £50,000, whichever is less

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

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

Transit- covers interruption following damage to your property whilst in transit up to £10,000

Accountants charges incurred in connection with a claim

Significant Exclusions or Limitations

- exclusions as shown under the Property Damage section, however, explosion of a steam boiler or economiser is covered
- malicious damage, riot or civil commotion causing deliberate erasure, loss distortion or corruption of information on computer systems or other records, programs or software

Section 9 – Terrorism

Significant Features and Benefits

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

Includes losses incurred through

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

Significant Exclusions or Limitations

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

How to Make a Claim

If you need to claim, your dedicated claims team will help and guide you through the process.

You can notify us of a claim by:

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

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

If you have a Commercial Legal Expenses claim you can notify Allianz Legal Protection by contacting the Lawphone Legal Advice Helpline on **0344 873 0845** quoting the five digit Master Policy Reference shown in the Commercial Legal Expenses section in the policy schedule.

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

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

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

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

Claims Details

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

Property Claims

- Your contact information, including address and telephone numbers
- Policy type and policy number
- Date the loss occurred
- Location and description of the loss

Injury Claims

- Your contact information, including address and telephone numbers
- Policy type and policy number
- Date the loss occurred
- Name and address of injured party
- Description of the injury, where and how it occurred

Commercial Legal Expenses Claims

- Your contact information, including address and telephone numbers
- Master Policy reference shown in the policy schedule
- Brief summary of the problem

What to expect when making a claim

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

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

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

www.allianz.co.uk

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