

Introduction

Thank you for choosing Allianz Insurance plc.

We are one of the largest general insurers in the United Kingdom 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.

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.

Your Construction Select **Policy** is made up of several parts which must be read together as they form your contract of insurance with Allianz Insurance plc. Please take time to read all parts of the **Policy** to make sure they meet your needs and that you understand the terms, exclusions and Conditions. If you wish to change anything or there is anything you do not understand, please let your insurance adviser know.

The parts of the **Policy** which form your contract of insurance with Allianz Insurance plc are:

- this Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions; the Insuring Clause; the General Exclusions and General Conditions, all of which apply to all **Sections** of the **Policy** (other than the Directors & Officers Liability or Professional Indemnity Sections)
- the **Sections** of cover selected by you (as shown on the **Schedule**) excluding any **Section** covering Directors & Officers Liability or Professional Indemnity
- the Exclusions and Conditions which apply to the **Sections** selected by you excluding any **Section** covering Directors & Officers Liability or Professional Indemnity
- the **Schedule**, which includes all clauses applied to the **Policy** while the **Policy** is in force.



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

This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

Introduction (continued)

If you have taken out Directors & Officers Liability and/or Professional Indemnity cover, each of those covers forms a separate contract of insurance between you and Allianz Insurance plc.

The parts of the **Policy** which form this separate contract or contracts of insurance with Allianz Insurance plc are:

- this Introduction (other than that part entitled 'Notifying a Claim')
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions in so far as they are consistent with the definitions applied in the Directors & Officers Liability or Professional Indemnity Sections
- the Insuring Clause
- the Directors & Officers Liability or Professional Indemnity Section of cover selected by you (as shown on the **Schedule**)
- the Exclusions and Conditions which apply to the Directors & Officers Liability or Professional Indemnity Sections of cover selected by you
- the **Schedule**, which includes all clauses applied to the **Policy** while the **Policy** is in force.

Any word or expression in the **Policy** which has a specific meaning has the same meaning wherever it appears in the **Policy**, unless stated otherwise.

For ease of reference you will be given only one policy number even if you have taken out Directors & Officers Liability and/or Professional Indemnity cover.

Notifying a Claim

(Not applicable to Commercial Legal Expenses Section claims)

Claims under this Policy should be notified to the Insurer in accordance with General Condition 3 at the following Allianz Claims Handling Offices.

Please provide your policy number, and as much information as possible about the claim:

Allianz claims handling office telephone numbers:

For Property Damage claims

Telephone: **0344 412 9988**

Email: newpropertyclaims@allianz.co.uk

For Liability claims

Telephone: **0344 893 9500**

Email: casualtyclaims@allianz.co.uk

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

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

Telephone: **0345 604 9824**

For Medical Emergency whilst overseas

Telephone: **+44(0) 208 603 9514**

For Contract Works Construction, Contractors Plant, Erection All Risks and Machinery Movement claims

Telephone: **01483 265825**

Email: claims@allianzengineering.co.uk

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

Allianz address for claims correspondence:

For all claims:
Allianz Claims,
Allianz Insurance plc
PO Box 5290
Worthing
BN11 9TB

Legal Expenses Section Claims

If the Insured needs to make a Claim under any operative cover provided by the Legal Expenses Section, as stated in the Policy Schedule the Insured should call Lawphone Legal Helpline on **0370 241 4140** and quote the Master Policy reference contained within the Policy Schedule.

The Insured will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call the Insured back. The Insurer will send the Insured a claim form to complete and sign. This must be returned, together with a copy of the Insured's Policy Schedule.

Please note that the Insured Person must not appoint a solicitor. If the Insured Person has already seen a solicitor before the Insurer has accepted the Insured Person's claim, the Insurer will not pay any fees or other expenses that the Insured Person has incurred.

If the Insured Person's Claim is covered, the Insurer will appoint the Legal Representative that the Insurer has agreed to in the Insured Person's name and on the Insured Person's behalf, subject to the terms and conditions of the Legal Expenses Section. The Insurer will only start to cover the Insured Person's Legal Expenses from the time the Insurer has accepted the Claim and appointed the Legal Representative.

The Insurer's address is:

The Claims Department
Allianz Legal Protection
Allianz-ALP
PO Box 5290
Worthing
BN11 9TB

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

Insuring Clause

In consideration of payment of the premium **the Insurer** will indemnify or otherwise compensate **the Insured** against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this **Policy** or any **Section** of this **Policy**) occurring or arising in connection with the **Business** during the **Period of Insurance** or any subsequent period for which **the Insurer** agrees to accept a renewal premium.

Policy Definitions

The following definitions apply to this **Policy**, unless amended by **Section** Definitions, and are denoted by bold text and/or capital letters throughout this **Policy**.

Business

The Business Description stated in the **Schedule**

Computer System

Any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server virtual server cloud or microcontroller including any similar system or any configuration or networks of the aforementioned and including any associated input output data storage or processing device networking equipment internet intranet virtual private network or similar facilities or back up facility located anywhere in the world and irrespective of whether such computer system is owned or operated by **the Insured** or any **Third Party**

Cyber Act

Any unauthorised malicious or criminal act (whether or not directed at **the Insured**) regardless of time and place or the threat or hoax thereof involving access to processing use manipulation or operation of or impairing any **Computer System** or **Data** including but not limited to any unauthorised or malicious direction of network traffic or introduction of code malware virus or ransomware

Cyber Incident

- i any error or omission involving access to processing of use of or operation of any **Computer System** whether any such error or omission is made by or on behalf of **the Insured** or any **Third Party**;
- ii any partial or total unavailability or failure of or reduction in functionality or operability of any **Computer System** (whether temporary or permanent) or inability to access process use or operate any **Computer System**; or
- iii any partial or total inability to access process transmit store or use any **Data** or any error or omission involving accessing processing transmitting storing or using any **Data** whether any such error or omission is made by or on behalf of **the Insured** or any **Third Party**

Cyber Loss

Any claim loss damage destruction cost expense or any consequential loss directly or indirectly caused or contributed to by or arising out of or in connection with any **Cyber Act** or **Cyber Incident** including but not limited to any action taken or advice given to control prevent suppress or remediate any **Cyber Act** or **Cyber Incident** or to mitigate or otherwise reduce the effects of any **Cyber Act** or **Cyber Incident**

Data

Information facts concepts code or any other information of any kind that is recorded or transmitted in a form which is (or is capable of being) used accessed processed transmitted or stored by a **Computer System**.

Data is not limited to **the Insured's Data** but includes **Data** which is owned accessed processed transmitted stored or used by any **Third Party** anywhere in the world

Data Loss

Any loss distortion erasure corruption theft alteration or manipulation of **Data** (whether temporary or permanent) or loss of use reduction in functionality or reduction in value of **Data** or the act of (and costs and expenses associated with) repairing replacing reinstating recovering restoring or reproducing any **Data**

Data Processing Media

Any tangible **Property Insured** by this **Policy** on which **Data** can be stored but not the **Data** itself

Excess (not applicable to the Contractors Employers' Liability Section)

The first part of each and every claim, for which **the Insured** is responsible

Non-Cyber Cause

- i a **Cyber Act Cyber Incident Data Loss** or
- ii any other cyber related cause,

which is not otherwise excluded by the **Policy**.

Policy Definitions (continued)

Period of Insurance

The period from the Effective Date to the Renewal Date (or Expiry Date for non-renewable **Policies**) as shown in the **Schedule**

Physical Damage to Tangible Property

Accidental physical loss damage or destruction to tangible **Property Insured** under this **Policy** which is owned by **the Insured** or for which **the Insured** is responsible excluding any **Data** and intangible elements of **Computer Systems**

Policy

The contract of insurance formed of the documents described in the Introduction. Where cover is provided under the Directors & Officers Liability and/or Professional Indemnity Sections, **the Insured** has more than one contract of insurance and the definition of 'the Policy' should be construed accordingly.

Premises

The Premises stated in the **Schedule**

Section/Sections

The parts of this **Policy** that detail the insurance cover provided for each individual **Section** of this **Policy**

Schedule

The part of this **Policy** that details information forming part of this contract of Insurance and that shows the **Sections** of this **Policy** that are operative

Sum Insured

The maximum amount **the Insurer** will pay for each item insured under any **Section**

The Insured

The Insured named and shown in the **Schedule**

The Insurer

Allianz Insurance plc

Third Party

Any person or entity other than **the Insured** (including but not limited to information technology and computer service suppliers data centre operators internet service providers customers or suppliers of **the Insured** transport operators infrastructure providers utilities and supply undertaking service providers or producers telecommunication service providers and persons or entities wholly unconnected with **the Insured** its **Business** its **Computer Systems** or any **Data** which it owns, uses or relies on

Total Sum Insured

The total of the **Sums Insured** for each item payable by **the Insurer** under any **Section**

United Kingdom

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

General Exclusions

This Policy does not cover

1 Radioactive Contamination

(Not applicable to the Fidelity Insurance and Directors & Officers Liability Sections)

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- c any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusions **a** and **b** do not apply to the Contractors Employers' Liability Section other than in respect of

- i the liability of any principal
- ii liability assumed by **the Insured** under a contract or agreement which would not have attached in the absence of such contract or agreement.

Exclusions **c** and **d** do not apply to the Contractors Employers' Liability.

2A War

(Not applicable to the Property Damage Events Money Property Damage All Risks Business Interruption Events Book Debts Extensions Business Interruption All Risks Specified All Risks Fidelity Own Goods In Transit Contractors Public Liability Contractors Employers' Liability Terrorism Fidelity Insurance and Directors & Officers Liability Sections)

Loss destruction damage death injury disablement or liability or any consequential loss occasioned by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

2B War and Kindred Risks

(Not Applicable to the Contractors JCT Erection All Risks Machinery Movement Contractors Plant Contract Works Contractors Public Liability Contractors Employers' Liability Terrorism Fidelity Insurance and Directors & Officers Liability Sections)

any claim Loss damage destruction death injury disablement or liability cost or expense or any consequential loss directly or indirectly caused by arising out of attributable to or contributed to by:

- i war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power;
- ii the discovery detonation or explosion of **Munitions** (including both controlled and uncontrolled detonations and explosions) whether or not a state of war is current at the time of discovery detonation or explosion; or

General Exclusions (continued)

- iii any action taken to disarm diffuse dispose of neutralise make safe or otherwise remove **Munitions** whether or not a state of war is current at the time regardless of any other cause or event operating concurrently independently or in any other sequence to cause the Loss damage or liability.

For the purposes of this Exclusion

Loss includes but is not limited to financial and business interruption loss (including business interruption loss covered under the Extensions to the Business Interruption Sections) physical loss loss of value, marketability or use of property fines and penalties.

Munitions mean any weapons or munitions from a current or historic war invasion act of foreign enemy, hostilities civil war rebellion revolution insurrection or military or usurped power including but not limited to bombs missiles torpedoes mines ammunition explosive devices or any parts thereof and any unexploded derelict abandoned and unused munitions or weapons.

3 Terrorism

(Not applicable to the Contractors Employers' Liability Contractors Public Liability Directors & Officers Liability or Terrorism [when insured as a separate section] Sections)

- a in respect of England Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:
 - loss or destruction or damage or consequential loss of whatsoever nature directly or indirectly caused by resulting from or in connection with
 - i any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism

- ii any action taken in controlling preventing or suppressing any Act of Terrorism or in any other way related to such Act of Terrorism

In respect of **a** above an Act or Terrorism (Terrorism) means:

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of His Majesty's Government in the United Kingdom or any other government de jure or de facto.

- b in respect of territories other than those stated in **a** above
 - loss or destruction or damage or any consequential loss of whatsoever nature directly or indirectly caused by resulting from or in connection with
 - i any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
 - ii any action taken in controlling, preventing or suppressing any act of Terrorism or in any way related to such act of Terrorism

In respect of **b** above an act of Terrorism (Terrorism) means:

An act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

General Exclusions (continued)

In any action suit or other proceedings where **the Insurer** alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered (or is covered only up to a specified limit of liability) the burden of proving to the contrary shall be upon **the Insured**.

In the event any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

4 Cyber and Data Events (Not applicable to the Contractors Employers' Liability Contractors Public Liability Contractors JCT 6.5.1 or Directors & Officers Liability Sections)

- a any Cyber Loss;
- b any claim loss damage destruction cost expense or any consequential loss directly or indirectly caused or contributed to by arising out of or in connection with or consisting of any Data Loss; or
- c any cost expense or fee incurred in replacing reinstating recovering restoring or reproducing intangible elements of any Computer System

regardless of any other cause or event operating or contributing concurrently independently or in any other sequence to cause the claim loss or damage.

But subject to all the terms conditions limitations exclusions and endorsements to this Policy:

- i this Exclusion will not apply to Physical Damage to Tangible Property at the Premises during the Period of Insurance by a Non-Cyber Cause which itself results from a Cyber Act or Cyber Incident together with any business interruption solely and directly resulting from such Physical Damage to Tangible Property provided always that the Policy will not cover:

- a any loss, costs or expenses comprising or consisting of Data Loss (including where resulting from Physical Damage to Tangible Property) other than as set out in sub-clause ii below;
 - b any loss distortion erasure corruption or alteration of or inability to access or use any other intangible property or assets or intangible elements of Computer Systems (including where resulting from Physical Damage to Tangible Property) or any business interruption resulting therefrom;
 - c any business interruption caused or contributed to by any Data Loss which results directly or indirectly from Physical Damage to Tangible Property.
- ii should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage by a Non-Cyber Cause which is otherwise insured by this Policy this exclusion will not apply to the cost of repairing or replacing the damaged Data Processing Media plus the costs of copying Data from back-up or from originals of a previous generation onto the replacement or repaired Data Processing Media but only where such back-ups or originals of a previous generation still exist and are accessible and provided always that the Policy will not cover:
- a any research and engineering costs;
 - b any costs of recreating gathering or assembling the Data;
 - c any reduction in value of Data or any amount pertaining to the value of such Data to the Insured or any Third Party even if such Data cannot be recreated, gathered recovered or copied from back-up or from originals of a previous generation;

General Exclusions (continued)

- d any business interruption loss caused directly or indirectly by or contributed to by any Data Loss or by the copying from back-ups or originals of any Data.

For the purposes of this Exclusion

Any reference to the word 'loss' includes, but is not limited to financial and business interruption loss (including business interruption loss covered under any or all of the Extensions to the Business Interruption Sections) physical loss loss of value marketability or use of property (including intangible property) fines and penalties other than where this exclusion refers specifically to a particular type of loss such as 'physical loss' or loss comprising or consisting of loss of Data or loss of other intangible property in which case the word 'loss' will be interpreted in the context within which it is used

5 Trade Exclusions

(Not applicable to the Directors & Officers Liability, Machinery Movement, Erection All Risks Contract Works Construction, or Contractors' Plant Sections)

- a any work of demolition except:-
 - i of buildings or part of a building when such work forms part of a contract for reconstruction alteration or repair by **the Insured**
 - ii of other structures not exceeding four metres in height and not forming part of any building
- b work in or on:
 - i aircraft and aero spatial devices runways and/or ancillary areas to which aircraft and aero spatial devices have access
 - ii any vessel or craft or device designed to float on or in or travel through water and/or areas to which such vessels or craft or devices have access

- c work on
 - i bulk oil petrol gas or chemical storage tanks or chambers
 - ii railways or tunnels
 - iii blast furnaces bridges chimney shafts collieries docks gas works mines oil refineries power stations pylons reservoirs steeples towers or viaducts
- d quarrying blasting diving operations water diversion dam construction or works behind dams
- e the use of explosives tunneling or deliberate de-watering of the site.

This Exclusion shall not apply in connection with the loaning or hiring out by **the Insured** of any plant for use on any contract not being executed by **the Insured**.

6A Contagious and Infectious Disease

(Not applicable to the Property Damage Events Money Property Damage All Risks Business Interruption Events Book Debts Extensions Business Interruption All Risks Specified All Risks Fidelity Own Goods In Transit Contractors Public Liability Contractors Employers' Liability Fidelity Insurance Legal Expenses and Directors & Officers Liability Sections)

Loss damage destruction cost expense or any consequential loss directly or indirectly caused by arising out of attributable to or contributed to by:

- a a **Contagious or Infectious Disease**;
- b the fear or threat (whether actual or perceived) of a **Contagious or Infectious Disease**;
- c the presence or suspected presence of **Pathogens** at in or on the premises or property of any person or entity; or

General Exclusions (continued)

- d** any action taken or advice given (whether or not by a competent authority) to prevent reduce control or mitigate the occurrence outbreak spread or effects of a **Contagious or Infectious Disease** or any **Pathogens**

irrespective of any other cause occurrence or event operating concurrently independently or in any sequence to cause the loss.

But this exclusion will not apply to **Physical Damage** to **Property Insured** under the **Policy** and any business interruption financial Loss directly resulting from such **Physical Damage**.

For the purposes of this exclusion:

Loss includes but is not limited to financial and business interruption loss loss of value marketability or use of property fines and penalties. Cost or expense includes but is not limited to any cost to:

- i** clean-up detoxify decontaminate or remove **Pathogens** from any property where the property is or is feared to have been affected by **Pathogens** or a **Contagious or Infectious Disease**;
- ii** monitor or test for **Pathogens** or a **Contagious or Infectious Disease**; or
- iii** provide medical treatment for persons affected by a **Contagious or Infectious Disease**

Physical Damage means physical loss physical damage or physical destruction. For the avoidance of any doubt the presence of a **Pathogen** on property or contamination of property by a **Pathogen** does not constitute **Physical Damage**; **Physical Damage** does not include any damage, accidental or otherwise that is not physical to tangible Property Insured or include any compensation or claimants costs for any loss damage or injury.

For the avoidance of doubt financial loss must result directly from insured **Physical Damage** to **Property Insured** and therefore business interruption financial loss does not include any claim cost or loss arising out of any act(s) by persons who maliciously, deliberately or recklessly:

- i** cause **Pathogens** to come into contact with the premises or property of any person or entity; or
- ii** cause or attempt to cause another person or persons to contract a **Contagious or Infectious Disease** and in or by so doing, cause **Pathogens** to come into contact with the premises or property of any person or entity.

Contagious or Infectious Disease means Any disease illness or condition affecting humans or animals which is caused by or can be transmitted by means of any **Pathogen** where the method of transmission whether direct or indirect includes but is not limited to airborne transmission bodily fluid transmission transmission from or to any surface or object solid liquid or gas or between organisms (including from one human to another, one animal to another from an animal to a human or vice versa or through contaminated water faeces or food).

Pathogen means

Any pathogen including but not limited to a virus bacterium parasite fungus other organism micro-organism any variation or mutation thereof whether deemed living or not or any other substance or agent capable of causing a **Contagious or Infectious Disease**.

General Exclusions (continued)

6B Contagious and Infectious Disease

(Not applicable to the Contractors JCT Erection All Risks Machinery Movement Contractors Plant Contract Works Contractors Public Liability Contractors Employers' Liability Terrorism Fidelity Insurance Legal Expenses and Directors & Officers Liability Sections)

Loss damage destruction cost expense or any consequential loss directly or indirectly caused by arising out of attributable to or contributed to by:

- a a **Contagious or Infectious Disease**;
- b the fear or threat (whether actual or perceived) of a **Contagious or Infectious Disease**;
- c the presence or suspected presence of **Pathogens** at in or on the premises or property of any person or entity; or
- d any action taken or advice given (whether or not by a competent authority) to prevent reduce, control or mitigate the occurrence outbreak spread or effects of a **Contagious or Infectious Disease** or any **Pathogens**,

irrespective of any other cause occurrence or event operating concurrently independently or in any sequence to cause the loss.

But this exclusion will not apply to **Physical Damage** to property insured under the **Policy** and any business interruption directly resulting from such **Physical Damage** where such **Physical Damage** itself results from fire lightning explosion aircraft or other aerial devices or articles dropped from them riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons earthquake storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal or theft.

For the purposes of this exclusion:

Loss includes but is not limited to financial and business interruption loss loss of value marketability or use of property fines and penalties. Cost or expense includes but is not limited to any cost to:

- i clean-up detoxify decontaminate or remove **Pathogens** from any property where the property is or is feared to have been affected by **Pathogens** or a **Contagious or Infectious Disease**;
- ii monitor or test for **Pathogens** or a **Contagious or Infectious Disease**; or
- iii provide medical treatment for persons affected by a **Contagious or Infectious Disease**

Physical Damage means physical loss damage or destruction. For the avoidance of any doubt the presence of any **Pathogen** on property or contamination of property by any **Pathogen** does not constitute **Physical Damage**;

Malicious persons do not include persons who maliciously deliberately or recklessly:

- i cause **Pathogens** to come into contact with the premises or property of any person or entity; or
- ii cause or attempt to cause another person or persons to contract a **Contagious or Infectious Disease** and in or by so doing cause **Pathogens** to come into contact with the premises or property of any person or entity.

General Exclusions (continued)

Contagious or Infectious Disease means Any disease illness or condition affecting humans or animals which is caused by or can be transmitted by means of any **Pathogen** where the method of transmission whether direct or indirect includes but is not limited to airborne transmission bodily fluid transmission transmission from or to any surface or object solid liquid or gas or between organisms (including from one human to another, one animal to another from an animal to a human or vice versa or through contaminated water faeces or food).

Pathogen means Any pathogen including but not limited to a virus, bacterium parasite fungus other organism micro-organism any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a **Contagious or Infectious Disease**.

7 Economic Sanctions

This **Policy** does not provide any cover or benefit for any business or activity to the extent that the provision of such cover payment of any claim or provision of such benefit would expose the Insurer to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union **United Kingdom** or United States of America. For the avoidance of doubt any valid licence from the Office of Financial Sanction Implementation or similar authorised regulatory body shall have no bearing on this insurance and this **Policy** will consider the sanction, prohibition or restriction to remain in force.

General Conditions

1 Fair Presentation of the Risk

(Not applicable to the Directors & Officers Liability and Professional Indemnity Insurance Sections)

- a** **The Insured** must make a fair presentation of the risk to **the Insurer** at inception, renewal and variation of the **Policy**.
- b** **The Insurer** may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is:
 - i** deliberate or reckless; or
 - ii** of such other nature that, if **the Insured** had made a fair presentation, **the Insurer** would not have issued the **Policy**.

The Insurer will return the premium paid by **the Insured** unless the failure to make a fair presentation is deliberate or reckless.

- c** If **the Insurer** would have issued the **Policy** on different terms had **the Insured** made a fair presentation, **the Insurer** will not avoid the **Policy** (except where the failure is deliberate or reckless) but **the Insurer** may instead:
 - i** reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had **the Insured** made a fair presentation; and/or
 - ii** treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as **the Insurer** would have imposed had **the Insured** made a fair presentation.

For the purposes of this clause references to:

- a** avoiding a **Policy** means treating the **Policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **Policy**), the renewal date (where the failure occurs at renewal of the **Policy**), or the variation date (where the failure occurs when the **Policy** is varied);

- b** refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c** issuing a **Policy** should be treated as references to issuing the **Policy** at inception, renewing or varying the **Policy** as the context requires;
- d** premium should be treated as the premium payable for the particular contract of insurance which is subject to this Condition (where there is more than one contract of insurance).

2 Reasonable Precautions

(Not applicable to the Directors & Officers Liability Section)

The Insured shall take all reasonable precautions to prevent accidents and any injury, loss, destruction or damage and shall take all reasonable steps to observe and comply with statutory or local authority laws, obligations and requirements.

3 Claims

(Not applicable to the Directors & Officers Liability Section)

The Insured shall in the event of any injury, loss, destruction, damage or consequential loss as a result of which a claim is or may be made under this **Policy** or any **Section** of it, and again upon receipt by **the Insured** in writing of any notice of any claim or legal proceeding,

- a** notify **the Insurer** as soon as reasonably possible
- b** pass immediately, and unacknowledged, any letter of claim to **the Insurer**
- c** notify **the Insurer** immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, loss, destruction, damage or consequential loss which may form the subject of a claim under this **Policy**
- d** notify the police as soon as it becomes evident that any loss, destruction or damage has been caused by theft or malicious persons
- e** carry out and permit to be taken any action which may be reasonably practicable to prevent further loss, destruction, damage or consequential loss

General Conditions (continued)

- f** retain unaltered and unrepaired anything in any way connected with the injury, loss, destruction, damage or consequential loss for as long as **the Insurer** may reasonably require
- g** furnish with all reasonable despatch at **the Insured's** expense such further particulars and information as the Insurer may reasonably require
- h** make available at **the Insured's** expense any documents required by **the Insurer** with regard to any letter of claim
- i** not pay or offer or agree to pay any money or make any admission of liability without the previous consent of **the Insurer**
- j** allow **the Insurer** in the name of and on behalf of **the Insured** to take over and, during such periods as **the Insurer** thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with **the Insurer** for that purpose.

No claim under this **Policy** shall be payable unless the terms of this General Condition have been complied with and any payment on account of a claim already made shall be repaid to **the Insurer**.

4 Cancellation (Not applicable to the Directors & Officers Liability Section)

The Insured shall have no cancellation rights under this **Policy**. Other than where General Condition 5 Fraud applies, **the Insurer** may cancel this **Policy** by giving **the Insured** thirty (30) days notice at their last known address. Provided the premium has been paid in full and no claim has been made during the **Period of Insurance**, **the Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance.

If the premium for this **Policy** is paid by instalments and in the event that **the Insured** fails to pay one or more instalments whether in full or in part **the Insurer** may cancel the **Policy** by giving fourteen (14) days notice in writing to **the Insured** sent to their last known address.

5 Fraud (Not applicable to the Directors & Officers Liability and Professional Indemnity Insurance Sections)

If **the Insured** or anyone acting on **the Insured's** behalf:

- a** makes any false or fraudulent claim;
- b** makes any exaggerated claim;
- c** supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- d** makes a claim for loss or damage which **the Insured** or anyone acting on **the Insured's** behalf deliberately caused,

the Insurer will:

- i** refuse to pay the whole of the claim; and
- ii** recover from **the Insured** any sums that it has already paid in respect of the claim.

The Insurer may also notify **the Insured** that it will be treating the **Policy** as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses **a – d** above. In that event, **the Insured** will:

- a** have no cover under the **Policy** from the date of the termination; and
- b** not be entitled to any refund of premium.

6 Discharge of Liability (Not applicable to the Contractors Employers' Liability, and Directors & Officers Liability, Legal Expenses and Professional Indemnity Insurance Sections)

The Insurer may at any time pay to **the Insured** in connection with any claim or series of claims

- a** the Limit of Indemnity or
- b** the **Sum Insured** or
- c** a lesser amount for which such claim or claims can be settled after deduction of any sums already paid

General Conditions (continued)

Upon such payment **the Insurer** shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except for costs and expenses which **the Insurer** has already agreed to bear which were incurred prior to the date of such payment.

7 Loss Reduction Conditions

If **the Insured** does not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent), **the Insurer** will not pay for any claim, except that where the condition concerned:

- a operates only in connection with particular premises or locations, **the Insurer** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
- b operates only at particular times, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;
- c would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

8 Law Applicable and Jurisdiction

(Not applicable to the Directors & Officers Liability Section)

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.

9 Rights of Third Parties

(Not applicable to the Directors & Officers Liability Section)

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

10 Assignment

(Not applicable to the Directors & Officers Liability Section)

The Insured shall not assign any of the rights or benefits under this **Policy** or any **Section** of this **Policy** without the prior written consent of **the Insurer**.

The Insurer will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this **Policy** or any **Section** of this **Policy**.

11 Survey and Risk Improvement – Subjectivity Condition

(Not applicable to the Directors & Officers Liability Section)

Subject to Survey

If this **Policy** has been issued or renewed subject to **the Insurer** completing a survey or surveys of the **Premises** or of any other location(s) as specified by **the Insurer**, then pending completion of such survey(s) indemnity is provided by **the Insurer** on the terms, conditions, exclusions and limits as specified in the **Policy** and in the **Sections** of the **Policy**

In the event that a survey should show that the risk or any part of it is not satisfactory in the opinion of **the Insurer**, then **the Insurer** reserves the right to

- a alter the premium or terms and conditions
- b exercise their right to cancel the **Policy**
- c leave the premium or terms and conditions unaltered

General Conditions (continued)

The Insurer will advise **the Insured** of their decision and the effective date of such decision. If the premium terms or conditions are amended by **the Insurer** then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity.

If **the Insured** elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to a £25 administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**.

If **the Insurer** exercises their right to cancel the **Policy**, then **the Insured** shall be entitled to a proportionate refund of premium (subject to a £25 administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**.

Risk Improvements

It is a condition precedent to the liability of **the Insurer** that **the Insured** must comply with all survey risk improvements required by **the Insurer** within completion time scales specified by **the Insurer**.

In the event that a risk improvement is not completed, or risk improvement procedures are not introduced, within the completion time scales specified by **the Insurer**, then **the Insurer** reserves the right to

- a alter the premium or terms and conditions
- b exercise their right to cancel the **Policy**
- c leave the premium or terms and conditions unaltered

The Insurer will advise **the Insured** of their decision which will be effective either from the expiry of any time period specified by **the Insurer** for completion/ introduction of the required survey risk improvements, or any other period specified by **the Insurer**

If the premium, terms or conditions are amended by **the Insurer** then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity.

If **the Insured** elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to a £25 administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**.

If **the Insurer** exercises their right to cancel the **Policy**, then **the Insured** shall be entitled to a proportionate refund of premium (subject to a £25 administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**.

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail.

Except in so far as they are expressly varied by this Condition all of the terms, conditions, exclusions and limits of this **Policy** and of the **Sections** of the **Policy** shall continue to apply until advised otherwise by **the Insurer**.

12 Multiple Insureds

If there is more than one entity insured under this **Policy** then:

- a The total liability of **the Insurer** under this **Policy** to such insured entities shall be the same amount as if there was only one insured entity and such amount shall not exceed any **Sum Insured** or limit stated therein.
- b the total liability of **the Insurer** to all insured entities under this **Policy** collectively in respect of the cover insured by the **Policy** shall not exceed the **Total Sum Insured** or in respect of any item its **Sum Insured** or any other stated limit of liability.
- c any payment or payments made by **the Insurer** or other expenses incurred by **the Insurer** in settlement of a claim under the **Policy**, to any one or more of the insured entities, shall reduce to the extent of that payment or expense the liability of **the Insurer** to all such insured entities.

Complaints

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 Allianz Complaints Team at:

PO Box 5291
Worthing
BN11 9TD

Telephone number: **01483 552438**
Fax number: **01483 790538**
Email: customer.satisfaction@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: 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.

Financial Services Compensation Scheme

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

Privacy Notice Summary

Please find below a summary of our Privacy Notice. The full notice can be found on the Allianz UK website: allianz.co.uk/privacy-notice.html.

If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

When we refer to "we", "us" and our in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Pet Plan Limited and Vet Envoy Limited who are all part of the Allianz UK Group which includes insurance companies, insurance brokers and other companies owned by the Allianz UK Group.

Please see link for a detailed list of these companies here: allianz.co.uk/about-allianz/our-organisation.html#azuk

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.

If you wish to exercise any of your data protection rights you can do so by contacting our Data Rights team:

Telephone: **0208 231 3992**
Email: datarights@allianz.co.uk
Address: Allianz Insurance plc,
PO Box 5291
Worthing
BN11 9TD

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Telephone: **0330 102 1837**
Email: dataprotectionofficer@allianz.co.uk
Address: Data Protection Officer,
Allianz Insurance plc,
PO Box 5291
Worthing
BN11 9TD

Employers Liability Tracing Office

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 2011.

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 elto.org.uk

Additional Benefits

24 Hour Lawphone Legal Advice Helpline

When the Commercial Legal Expenses Section of this Policy is operative, the Insured gains the automatic benefit of access to a team of qualified legal advisers for advice on any commercial legal matter 24 hours a day, 365 days a year. The advice the Insured receives from the Lawphone Legal Advice Helpline will always be according to the laws of Great Britain and Northern Ireland.

To use this service ring **0370 241 4140**.

The Insured should quote the Master Policy reference contained within the Policy Schedule and provide a brief summary of the problem. The details will be passed to an adviser who will return the Insured's call.

All areas of business law are covered. This advice is available to the Insured during the currency of the Policy, although no liability can be accepted for inability to provide advice due to breakdown or failure of the telephone network.

This telephone helpline is provided by Allianz Legal Protection, part of Allianz Insurance plc, who may record calls to protect the Insured.

Allianz Legal Online

As part of the Commercial Legal Expenses cover, the Insured has access to extensive online legal support via Allianz Legal Online.

This facility provides tools and services to help the Insured prepare a range of legal documents in connection with their business, such as employment contracts, HR policies, privacy policies and chasing debtors. In addition, this service provides the Insured with up-to-date online guidance on many legal issues, including business start-up, health & safety, intellectual property and debt recovery.

Furthermore, documents created using the facility can be sent via the system to a specialist legal team for review. A member of the team will respond via email or phone within three working days, answering any questions and providing amendments necessary to ensure the document meets the Insured's particular requirements (subject to a maximum of one hour's work per document).

The legal documents and guidance provided are always in accordance with the laws of England, Scotland, Wales and Northern Ireland.

The Insured can access Allianz Legal Online at: allianzlegal.co.uk

A registration code is required to enter the website and this is shown on the policy schedule. If the Insured has any problems relating to Allianz Legal Online please contact the Allianz Legal Online customer services team on **0345 644 8966** (lines open 9am – 5.30pm Monday to Friday excluding bank holidays) or email them at support@allianzlegal.co.uk

Allianz Legal Online is provided by Epoq Legal Ltd of Unit 2, Imperial Place, Maxwell Road, Borehamwood, WD6 1JN.