Allianz Insurance plc

Complete Professional Indemnity

Policy Details
(including Policy Summary pages 1–4)

Engineers
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 Professional Indemnity Insurance?
Professional Indemnity insurance covers your legal liability arising from your professional services in the event that a third party claims to have suffered a loss as a result of your professional negligence.
Professionals may owe a duty of care to anybody who might reasonably rely upon the service or advice they have provided.
In today’s commercial world, clients expect high standards of service and are more inclined to resort to litigation when such standards have not been met.
Professional Indemnity insurance is designed to provide protection against such claims, providing an indemnity for damages which are awarded against your business, for legal costs in defending the claim and for costs that may be awarded against you subject to the policy terms and conditions.
Any business or person who provides services such as advice, design, or offers their skills or knowledge services in a professional category should consider Professional Indemnity insurance.
This Professional Indemnity insurance Policy is underwritten by Allianz Insurance plc.

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 the right to cancel the policy and receive a return of premium paid, less an administration charge of £50 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 complaint?
Allianz aim to get it right, first time every time. If we make a mistake we will try to put it right promptly.
Allianz will always confirm to you receipt of your complaint within 5 working days and do our best to resolve it within 4 weeks. If we cannot we will let you know when an answer may be expected.
If we have not resolved the situation within 8 weeks we will provide you with information about the Financial Ombudsman Service.
If you have a complaint about anything other than the sale of the policy, 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
Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

Would I receive compensation if Allianz were unable to meet its liabilities?
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 claim?
If you need to claim, your dedicated claims handler will help and guide you through the process.

You can notify us of a claim by:
Telephone: **0344 893 9500**

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

Post: Claims Division
      Allianz Insurance plc
      500 Avebury Boulevard
      Milton Keynes
      MK9 2XX

Please have your policy number to hand and as much information about the claim as possible. For further information please see page 5.

Please read the Policy
Please periodically review the policy and the policy schedule 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 change anything or if there is any thing you do not understand please contact your insurance adviser.
## Core Cover

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<th>Significant Features and Benefits</th>
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| • **Professional Indemnity Insurance** – provides indemnity for losses arising from civil liability (including liability for claimant's costs and expenses incurred) arising in connection with your professional services including:-  
  – breach of professional duty  
  – infringement of copyright or intellectual property rights  
  – breach of confidentiality  
  – defamation  
  – and other types of civil liability, unless specifically excluded.  
• **Insured Person** – cover extends to include you, past and present partners (or members of limited liability partnerships), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy.  
• **Fraud and Dishonesty Cover** – liability of your business to any third party resulting from fraudulent or dishonest conduct of any employee unless condoned by a partner or director.  
• **Lost Documents Cover** – costs of replacing or restoring documents lost or damaged in transit or in your custody or control up to a maximum of £100,000 in the aggregate during the period of insurance. An Excess of £250 applies to this cover, unless an alternative amount is specified in the Schedule.  
• **Court Attendance Cover** – if attending court as a witness by any principal, partner, member, director or employee when defending a claim, a rate of £300 per person per day (£150 per person per day for employees) is applicable.  
• **Mitigation Cover** – costs incurred in remediating or mitigating a loss or potential loss that may otherwise result in a claim subject to specific requirements.  
• **Specialist Consultants Cover** – claims resulting from any wrongful act of your specialist consultants, designers or subcontractors engaged in the performance of your professional services. Cover applies provided that you have not waived or otherwise impaired any rights of recourse against such persons.  
• **Asbestos Cover** – claims in connection with, based upon or attributable to the presence or release of asbestos containing materials. Cover is subject to a sub-limit of liability of £250,000 any one claim and in the aggregate.  
• **Collateral Warranty Cover** – claims arising from any collateral warranties, duty of care or similar agreements provided by you, to the extent that such liability would have attached to you in the absence of such contractual duty, term or agreement.  
| • **Health & Safety Legislation Cover** – reasonable costs and expenses incurred with our prior written consent for defence of any proceedings first brought against you under the Health & Safety Legislation by any regulatory body or similar body where in our opinion defending such proceedings could prevent a concurrent or subsequent claim. Provided that we shall not be liable to pay:  
  a) unless the proceedings shall have arisen from a Wrongful Act committed by you in the performance of your professional services; or  
  b) where there is a subsequent plea of finding of guilt on the part of you; or  
  c) where in our opinion on the balance of probabilities the proceedings are unlikely to be defended successfully  
  Cover is subject to a Sub-limit of Liability of 80% of the Defence Costs incurred up to a maximum amount of £250,000 any one claim and in the period of insurance.  
• **Pollution Cover** – claims arising out of the actual, alleged or threatened, sudden or accidental presence, discharge, dispersal, release, migration or escape of Pollutants other than asbestos, nuclear or radioactive material of any sort.  
• **Joint Ventures Cover** – covers you against liability arising out of your professional services in respect of any joint venture, provided that you have previously declared to us all fees/tourner received from any joint venture subject to specific requirements.  
• **Automatic Acquisitions Cover** – extends cover during the period of insurance to include another entity where you obtain control of the composition of the board of directors or more than half of the voting power; or a holding of more than half of the issued share capital subject to specific requirements.  
• **Defence Costs Cover** – covers defence costs incurred with our prior written consent.  
• **Innocent Non Disclosure** – we will not exercise our rights to avoid the insurance cover for innocent non-disclosure or innocent misrepresentation. |
### Significant Exclusions or Limitations

- **Claims Made Wording**
  - the insurance covers claims first made against you, and/or circumstances that may lead to a claim, notified to us during the period of insurance
  - claims or circumstances which might give rise to a claim must be notified to us in writing as soon as reasonably possible and during the period of insurance.

- **Adjudications**
  - must be notified within two working days of your receipt of any notice of intention to adjudicate or at least 30 days before service by you of any notice of intention to adjudicate
  - immediate notice must be given to us of an ombudsman’s review of a case connected with your professional services.

- **Limit of Liability**
  - the Limit of Liability is specified in the Schedule and applies on an “any one claim” basis without aggregate limitation in the period of insurance (unless stated otherwise in the Schedule)
  - Defence Costs are payable in addition to the Limit of Liability.

- **Excess**
  - the insurance will be subject to an excess, shown in the Schedule, which is the amount you must contribute towards settlement of a claim. No excess applies to Defence Costs or Court Attendance Cover.

- **Cover exclusions:**
  - **Asbestos** – arising out of, based upon or attributable to:
    i) Bodily injury resulting from the presence or release or possible release of asbestos or asbestos containing materials in whatever form or quantity; or
    ii) Asbestos inspections carried out by you.
  - **Bodily injury/property damage** – unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing your professional services.
  - **Contractual Liability** – except to the extent such liability would have attached to you in the absence of such contractual duty, term or agreement.
  - **Pre-assessment of cost** – Failure to make an accurate pre-assessment of the cost of performing your professional services.
  - **Directors’ and Officers’ Liability** – any Claim arising out of, based upon or attributable to any Claim made against an Insured in their capacity as a director, officer, trustee, Member or partner of the Company in respect of the performance or non-performance of their duties as a director, officer, trustee, Member or partner of the Company.

### Significant Exclusions or Limitations

- **Employers’ Liability** – any Claim by any person for bodily injury, sickness, disease or death incurred, contracted or occurring whilst under a contract of service or apprenticeship with an Insured or for any breach of any obligation owed by an Insured as an employer.
- **Employment Practice Violation** – any Claim arising out of, based upon or attributable to any act, error or omission with respect to any employment or prospective employment of any past, present, future or prospective employee or Insured Person of any Company.
- **Infrastructure** – arising out of, based upon or attributable to software or mechanical failure, electrical failure, including any electrical power interruption, surge, brown out or black out, or telecommunications or satellite systems failure, outside the direct control of an Insured.
- **Insolvency** – Insolvency administration or receivership of your business.
- **Manufacturing liability** – arising out of, based upon or attributable to any manufacturing defect in any product.
- **Fitness for purpose** – Fitness for purpose or other “no fault” obligation.
- **Surveys and valuations** – unless undertaken by, or under the direct supervision of, a properly qualified person.
- **Adjudications** – where the adjudicator is not independent or which do not allow for the adjudicator’s decision to finally determine the dispute or allow the adjudicator to disregard the legal entitlements of the parties or which place any conditions upon the timing of commencement of proceedings.
- **Pollution** – arising out of, based upon or attributable to any direction, request or effort to: (a) test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants, or (b) respond to or assess the effects of Pollutants.
- **Prior Claims/circumstances** – Previous claims or circumstances.
- **Prior Acts** – before the Retroactive Date stated in your Schedule.
- **Trade debts** – incurred or guarantee given by you for a debt.
- **U.S.A./Canada** – Claims brought in the United States of America or Canada.
- **War or Terrorism**
- **Sanctions**
Additional Information

How do I make a claim?
If you need to claim, your dedicated claims handler will help and guide you through the process.
You can notify us of a claim by:
Telephone: 0344 893 9500
Post: Claims Division
Allianz Insurance plc
500 Avebury Boulevard
Milton Keynes
MK9 2XX
Lines are open from 9am to 5pm, Monday to Friday.

What to expect when making a claim
Allianz aims 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 (eg, photographs)
- appoint an independent expert to deal with your claim
- arrange for a member of our claims team to visit you
Fair Processing Notice – how we use personal information

1. Who we are

When we refer to "we", "us" and "our" in this notice it means Allianz Insurance plc or Allianz Engineering Inspection Services Limited.

When we say, "individuals" in this notice, we mean anyone whose personal information we may collect, including:
- anyone seeking an insurance quote from us or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses.

2. How we use personal information

We use personal information in the following ways:
- to provide quotes, administer policies and policyholder claims to fulfil our contract
- to administer third party claims and prevent financial crime to meet our legal obligations
- to manage our business and conduct market research to meet the legitimate needs of our business
- to send marketing information about our products and services if we have received specific consent.

There is no obligation to provide us with personal information, but we cannot provide our products and services without it.

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. Further details can be found below.

3. Automated decision making, including profiling

We may use automated decision making, including profiling, to assess insurance risks and administer policies. This helps us decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so they should contact us by emailing us at acccsm@allianz.co.uk and we will review the decision.

4. The personal information we collect

We collect the following types of personal information so we can complete the activities in section 2, "How we use personal information".
- basic personal details such as name, age, address and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video to help us manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- medical information if it is relevant to the insurance policy or claim
- criminal convictions if it is relevant to the insurance policy or claim
- accessibility details if we need to make reasonable adjustments to help
- business activities such as goods and services offered.

5. Where we collect personal information

Direct from individuals, their representatives or information they have made public, for example, on social media.

From other persons or organisations, for example:
- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide the services for our products
- other involved parties, for example, claimants or witnesses.
Fair Processing Notice – how we use personal information (continued)

6. Sharing personal information
   - We may share personal information with:
     - other companies within the global Allianz Group
       [www.allianz.com](http://www.allianz.com)
     - credit reference, fraud prevention and other agencies that carry out certain activities on our behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
     - our approved suppliers to help deal with claims or provide our benefit services, for example, vehicle repairers, legal advisors and loss adjusters
     - other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other companies that provide services to us or you, for example, the Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE)
     - prospective buyers in the event that we wish to sell all or part of our business.

7. Transferring personal information outside the UK
   - We use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. We may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. We have Binding Corporate Rules (BCR’s) which are our commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. For more information about BCR’s, contact our Data Protection Officer.

   Some of our suppliers have servers outside the EU. Our contracts with these suppliers require them to provide equivalent levels of protection for personal information.

8. How long we keep personal information
   - We keep information only for as long as we need it to administer the policy, manage our business or as required by law or contract.

9. Know your rights
   - Any individual whose personal information we hold has the right to:
     - object to us processing it. We will either agree to stop processing or explain why we are unable to (the right to object)
     - ask for a copy of their personal information we hold, subject to certain exemptions (a data subject access request)
     - ask us to update or correct their personal information to ensure its accuracy (the right of rectification)
     - ask us to delete their personal information from our records if it is no longer needed for the original purpose (the right to be forgotten)
     - ask us to restrict the processing of their personal information in certain circumstances (the right of restriction)
     - ask for a copy of their personal information, so it can be used for their own purposes (the right to data portability)
     - complain if they feel their personal information has been mishandled. We encourage individuals to come to us in the first instance but they are entitled to complain directly to the Information Commissioner’s Office (ICO) [www.ico.org.uk](http://www.ico.org.uk)
     - ask us, at any time, to stop processing their personal information, if the processing is based only on individual consent (the right to withdraw consent).

If you wish to exercise any of these rights please contact our Customer Satisfaction Manager:

Address: Customer Satisfaction Manager, Allianz, 57 Ladymead, Guildford, Surrey, GU1 1DB
Email: [acccsm@allianz.co.uk](mailto:acccsm@allianz.co.uk)
Phone: 01483 552438

10. Allianz (UK) Group Data Protection Officer Contact details

Allianz Insurance plc and Allianz Engineering Inspection Services Limited are companies within the Allianz Holdings.

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

Address: Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB
Email: [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk)
Phone: 0330 102 1837
Changes to our Fair Processing Notice
Occasionally it may be necessary to make changes to this fair processing notice. When that happens we will provide an updated version at the earliest opportunity. The most recent version will always be available on our website www.allianz.co.uk

Consent for Special Categories of Personal Data
The global Allianz Group may need to collect and process data relating to individuals who may benefit from the policy (“Insured Persons”), which falls within the special categories of personal data under Data Protection Legislation, for example, medical history or convictions 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 the global Allianz Group and that this fact is made known to the Insured Persons.

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

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 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
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