Allianz

Construction Select policy overview

Insurers
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Contents

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

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

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

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.

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

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This is a policy overview only and does not contain full terms and conditions of the contract of insurance. Covers are optional and will only apply if you have selected them. Your Policy Schedule will show the options selected and the sums insured. Full terms and conditions can be found in the policy documents, a copy of which are available on request.

What is Construction Select?

Construction Select will cover you for twelve months and is annually renewable, start and end dates of the Policy are detailed in the Policy Schedule. It is designed to cover the main insurance needs of a business. Covers are optional for your selection and the covers available are listed below. The policy is underwritten by Allianz Insurance plc.

Covers Available:

- Contract Works Construction
- Contractors Plant
- Contractors Public Liability
- Contractors Employers Liability
- Contractors 6.5.1.
- Erection All Risks
- Machinery Movement
- Property Damage 'All Risks' or 'Specified Events'
- Business Interruption 'All Risks' or 'Specified Events'
- Money, Goods in Transit, and Specified "All Risks"
- Director and Officers Liability
- Professional Indemnity
- Fidelity
- Legal Expenses

Explanation of Cover Available

Contract Works Construction
Contract Works Construction insurance provides cover for loss or damage to both permanent and temporary works as well as the additional cost of construction following a loss. Cover is also provided for your employees' tools and personal effects whilst they are anywhere within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Contractors Plant
Contractors Plant insurance provides protection for loss of or damage to owned plant and machinery (including constructional plant, temporary buildings and other items of plant and machinery) as well as hired in plant whilst within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, or at any premises that are stated in the Policy Schedule. This section also covers your legal liability for continuing hire charges as a result of loss or damage.

Contractors Public Liability
The Contractors Public Liability section covers damages awarded in respect of legal liability for third party injury or property damage plus all costs and expenses of litigation and claims costs. The standard limit of indemnity is £2m, but higher limits are available on request.

Employers Liability
Insures your legal liability to pay compensation to employees if they are injured whilst working for you. Cover includes your costs and those of your employee.

The policy applies in the United Kingdom and anywhere in the world for employees who live in the United Kingdom and are working temporarily abroad. They must bring any claim in the United Kingdom or any member country of the European Union. The standard limit of indemnity is £10m, but higher limits may be available on request.

Explanation of Cover Available continued:

Contractors JCT 6.5.1.
Indemnifies your Employer in respect of any expense, liability, loss, claim or proceedings which they may incur or sustain by reason of damage to any material property during the period of insurance caused by collapse, subsidence, heave, vibration, weakening or removal of support or lowering of ground water arising out of the carrying out of the works.

Full cover for a specific contract being agreed on receipt of a fair presentation of the specific risk upon which each contract will be issued as a separate policy.

28 days hold cover facility if requested subject to hazardous work exclusion in the policy.

Erection All Risks
Erection All Risks insurance provides a comprehensive material damage cover on plant and machinery undergoing assembly, installation, erection and movement into position on site and subsequently during testing and commissioning. The Erection All Risks section is written to provide cover for your responsibilities for loss or damage under contract. Cover applies in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Machinery Movement
Machinery Movement insurance provides protection against the cost of loss or damage to both machinery that you own and machinery that is in your care during dismantling, transit, erection, positioning and loading and unloading. Cover applies in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Property Damage
Property Damage insurance insures your buildings, machinery, fixtures and fittings and your stock. There are two options of cover:

Option 1 – Commercial All Risks
Fire, Lightning, Explosion, Aircraft, Riot and Civil Commotion, Malicious Persons, Earthquake, Subterranean Fire, Storm, Flood, Escape of Water from any tank apparatus or pipe, Impact, Sprinkler Leakage, Accidental Damage, Theft as a result of someone using force and violence to get into your premises including any damage they cause, Subsidence and Escape of Oil from any fixed heating installation – all included as standard.

Option 2 – Specified Events
Fire, Lightning, Explosion, Aircraft, Riot and Civil Commotion, Malicious Persons, Earthquake, Subterranean Fire, Storm, Flood, Escape of Water from any tank apparatus or pipe, Impact, Sprinkler Leakage, Accidental Damage, Theft as a result of someone using force and violence to get into your premises including any damage they cause, Subsidence and Escape of Oil from any fixed heating installation – each as selected by you and agreed to by us.

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

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

The cover includes damage to your safe and theft by your employees which you discover within fifteen working days. Also covers you and your employees if you, or they, are assaulted and injured whilst carrying your money.

Own Goods in Transit
Own Goods In Transit insurance insures your stock for accidental loss, damage, fire or theft, whilst in transit anywhere in the United Kingdom. The insurance also covers stock in your own vehicles, when carried by road hauliers or by rail or post.

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

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

Professional Indemnity
Professional Indemnity insurance provides protection from costs incurred as the result of professional negligence. Professional Indemnity insurance should be considered by any business or person who provides services such as advice, design, or offers their skills or knowledge services in a professional capacity.

Explanation of Cover Available continued:

Fidelity Insurance

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

Legal Expenses

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

- Legal Expenses cover in respect of legal fees for Employment, Tax and VAT, Criminal Prosecution Defence, Property Protection, Data Protection, Commercial Tenancy Agreement, Statutory Licence Appeal, Personal Injury, Jury Service Allowance, Contract Disputes and Disputed Debt.
- The cover in respect of legal fees has a limit of £100,000 any one claim, other than for Jury Service Allowance where the limit is £5,000 any one claim.
- Lawphone – access to a legal advice helpline to get advice on any commercial legal problem 24 hours a day, 365 days a year.
- Allianz Legal Online – access to business support to help you produce legal paperwork in connection with your business.

Your Obligations

You must make a fair presentation of the risk at inception, renewal and variation of the Policy.

The premium is to be paid on request. Please speak to your insurance adviser about the options available for the payment of premium.

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 adviser.

Please tell your insurance adviser as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance. If your circumstances change and you do not tell your insurance adviser, you may find that you are not covered if you need to claim.

You must take all reasonable precautions to safeguard the insured property against loss or damage and maintain the insured property in an efficient condition, taking care to ensure that all government and other regulations relating to the operation and use of the insured property are observed.

You must tell us as soon as you can about any claim or incident that may lead to a claim. You or anyone claiming under this policy must not admit fault or responsibility, or pay, offer or agree to pay any money or settle any claim without our permission.

You must carry out and permit to be taken any reasonable action to prevent further loss, damage, liability or cost.

Claims 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 contacting one of the following:

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

Our claims advisors are available 9am to 5pm Monday to Friday, outside of these hours please contact us on our 24 hour claim notification telephone number 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.

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

Allianz address for claims correspondence:

Post:
Allianz Claims
PO Box 5290
Worthing
BN11 9TB

For Legal Expenses claims
Should you need to make a claim under the Legal Expenses section, please contact Lawphone Legal Helpline

Telephone: **0370 241 4140**

Our address is:
The Claims Department
Allianz Legal Protection
Allianz ALP
PO Box 5290
Worthing
BN11 9TB

Essential Information

How do I cancel the contract?
The policy may be cancelled at your request however you will not be entitled to a return premium.

To cancel the policy, please contact the insurance adviser who arranged the policy.

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

What is the law applicable to the contract?
Unless agreed otherwise all aspects of the policy including negotiation and performance are subject to English law and the decisions of English courts.

How do I make a complaint?
If you have a complaint about anything other than the sale of the policy please contact us at:

Allianz Complaints Team
Allianz Insurance plc
PO Box 5291
Worthing
BN11 9TD

Telephone: **01428 722 407**
Email: customer.satisfaction@allianz.co.uk

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

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

Full details of our complaints procedure will be found in the policy wording.

Covers Available

Contract Works Construction

Significant Features and Benefits	Significant Exclusions or Limitations
Cover **Cover A – Contract Works** Cover is provided for loss or damage to the contract works within the territorial limits whilst: • in transit • at the contract site • during maintenance. **Cover B – Additional Cost of Construction** In the event of loss or damage to the contract works cover will be provided for the additional cost of construction, solely due to the effect of inflation on the cost of materials, usage of plant and labour. **Cover C – Employees Tools and Personal Effects** Loss of or damage to tools and personal effects belonging to your employees not including motor vehicles, precious metals or stones, watches, jewellery or money. **What are the Territorial Limits?** Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. **Standard Extensions** The following are the significant extensions that are included automatically on the policy. Please see your Policy Wording and Policy Schedule for more details of all the extensions: • avoidance of impending damage – costs you incur by taking reasonable actions to avoid damage that would have resulted in a claim under this section • breakdown or explosion – damage to new and unused machinery that forms part of the contract works that is caused by electrical or mechanical breakdown or explosion • debris removal and protection – covers costs that are incurred in the removal of debris and/or arranging of protection to the rest of the contract works following damage, to a limit of 10% of the contract value	**Standard Exclusions** The following are the significant exclusions that are applied automatically to the policy. Please see your Policy Wording and Policy Schedule for more details of all the exclusions or limitations. **Cover A – Contract Works does not cover:** • loss or damage for which another party is required to arrange insurance under conditions of contract • property insured that is in a defective condition due to a defect in design, plan, specification, materials or workmanship and property that is damaged in the process of rectifying the defect • loss of or damage to property that already existed on the site prior to the contracts work commencing • normal wear and tear. **Cover C – Employees Tools and Personal Effects does not cover:** • damage to cutting edges, machine tools, trailing cables, flexible pipes, driving belts and chains or conveyor bands unless accompanied by loss or damage to the complete item • the cost of maintenance, rectification of faulty workmanship or damage caused by the direct application of tools • loss or damage due to materials being processed or foreign bodies entering the insured property along with the materials • damage to insured property as a result of overloading or applying abnormal conditions unless in accordance with the Code of Practice of the Safe Use of cranes BS7121 • loss of or damage to your employee's tools and personal effects overnight or when unattended unless kept in a securely locked building, container or a vehicle • normal wear and tear.

Covers Available (continued)

Contract Works Construction (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
• European Union –covers loss of or damage to contract works within the European Union provided the contract value does not exceed the lesser of £250,000 or 25% of the maximum contract value shown in the Policy Schedule • joint names or multiple insureds – extends the section to cover any party that is required to be a joint named insured under the terms of the Contract • offsite storage – loss or damage to contract works while in storage to a limit of 25% of the contract value or £250,000, whichever is less • payments on account – interim payments can be made ahead of final settlement for claims where we have admitted liability • roll on/roll off ferry – covers loss of or damage to Contract Works whilst in transit on a ferry between the territories listed under this extension in the policy wording to a limit of £150,000 • speculative developments – cover is temporarily extended following completion or until a more specific insurance is put in place or until the property is sold.	**Cover does not include:** • the excess • damage caused by electrical or mechanical breakdown or explosion other than where cover is provided under the breakdown or explosion extension • loss of Insured Property when its disappearance or shortage is only revealed when an inventory is made or when it is stolen or missing and it cannot be attributed to a specific occurrence • motor vehicles. This exclusion does not apply to vehicles not licensed for road use that are used in circumstances that do not require insurance under any road traffic legislation or that are designed or adapted primarily for use as a tool of trade • damage to insured property during a lifting or lowering operation whereby a load is shared between two or more machines unless we give prior consent • vessels, craft, vehicles, devices, rigs or platforms. This also excludes equipment mounted on and fixed to such property.

Covers Available (continued)

Contractors Plant

Significant Features and Benefits	Significant Exclusions or Limitations
Cover **Cover A – Owned Plant and Machinery** Cover is provided for loss of or damage to: • Constructional Plant • Temporary Buildings • Other Plant and Machinery whilst at or in transit to or from any situation within the territorial limits or at any premises specified in the Policy Schedule. **Cover B – Hired In Plant** Cover is provided for the legal liability under the terms of the hiring agreement or otherwise. This will pay: • Compensation for loss of or damage to Hired In Plant while at or in transit to and from: **i** Any situation within the Territorial Limits or **ii** Any Premises listed in the Policy Schedule • Continuing hire charges as a result of loss of or damage to Hired In Plant for which cover is provided above. **What are the Territorial Limits?** Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. **Standard Extensions** The following are the significant extensions that are included automatically on the policy. Please see your Policy Wording and Policy Schedule for more details of all the extensions: • damage to security devices – covers the cost of repairing or replacing security devices permanently fitted to the insured property following loss or damage due to theft or attempted theft to a limit of £2,500. The excess does not apply to this extension • loss of keys – covers the costs incurred in replacing the lock cylinder of any security devices permanently fitted to insured property following loss of or damage to the keys to a limit of £2,500. The policy excess does not apply to this extension	**Standard Exclusions** The following are the significant exclusions that are applied automatically to the policy. Please see your Policy Wording and Policy Schedule for more details of all the exclusions or limitations. **Cover A – Owned Plant and Machinery does not cover:** • damage caused to insured property by its own electrical or mechanical breakdown or explosion • damage to cutting edges, machine tools, trailing cables, flexible pipes, driving belts and chains or conveyor bands unless accompanied by loss or damage to the complete item • loss or damage due to materials being processed or foreign bodies entering the insured property along with the materials • the cost of maintenance • rectification of faulty workmanship. **Cover does not include:** • the excess • normal wear and tear • loss of or damage to scaffolding, access towers or ladders with aluminium trackway • loss of or damage to tyres as a result of the application of brakes or punctures, cuts or bursts • loss of or damage to any mechanically propelled vehicle unless it is designed or adapted primarily for use as a tool of trade • damage to insured property during a lifting or lowering operation whereby a load is shared between two or more machines unless we give prior consent • damage to insured property as a result of overloading or applying abnormal conditions unless in accordance with the Code of Practice of the Safe Use of cranes BS7121 • loss of insured property when its disappearance or shortage is only revealed when an inventory is made or when it is stolen or missing and it cannot be attributed to a specific occurrence

Covers Available (continued)

Contractors Plant (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
• payments on account – interim payments can be made ahead of final settlement for claims where we have admitted liability • recovery of immobilised plant – covers the costs of recovery or mobile items of insured property which becomes unintentionally and accidentally immobilised due to adverse ground conditions to a limit of £25,000 or the market value of the item, whichever is less • CPA contract lift cover – covers your liability for plant and lifted goods under CPA contract lift conditions to a limit of £25,000 • European Union – covers loss of or damage to Contractors Plant within the European Union provided the contract value does not exceed the lesser of £250,000 or 25% of the maximum contract value shown in the Policy Schedule • roll on/roll off ferry – covers loss of or damage to Contractors Plant whilst in transit on a ferry between the territories listed under this extension in the policy wording to a limit of £150,000.	• loss of or damage to vessels designed to float on, in or travel under or through water, air or space, marine platforms and equipment attached to the above.

Covers Available (continued)

Contractors Public Liability

Significant Features and Benefits	Significant Exclusions or Limitations
Cover Cover is provided for damages awarded in respect of legal liability for third party injury or property damage plus all costs and expenses of litigation and claims costs. **Limit of Indemnity** The amount relates to: • one claim or series of claims arising out of one occurrence • all claims any one period of insurance for pollution or contamination. **What are the Territorial Limits?** • The United Kingdom and member countries of the European Union. • Elsewhere in the world in respect of non-manual work during any temporary visit or journey worldwide by any partner, director or Employee of the Insured normally resident within the United Kingdom. **Standard Extensions** The following are the significant extensions that are included automatically on the policy. Please see your Policy Wording and Policy Schedule for more details of all the extensions: • Health and Safety at Work Legal Defence Costs – covers legal defence costs arising out of the Health & Safety at Work Act 1974. • Court Attendance Compensation – covers attendance as a witness in connection with a claim: – Director/partner £750 for each days' attendance – Employee £250 for each days' attendance. • Corporate Manslaughter and Homicide – cover extends to include legal costs and expenses incurred with our consent and costs of the prosecution awarded against you in connection with the defence of any criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 in respect of any fatal injury. Cover is limited to £5M or the amount stated in the Policy Schedule whichever is the lower.	**Standard Exclusions** The following are the significant exclusions that are applied automatically to the policy. Please see your Policy Wording and Policy Schedule for more details of all the exclusions or limitations. **Cover does not include:** • the excess • injury to any employee • loss of or damage to property belonging to you or in your charge or control except premises occupied by you temporarily for the purpose of carrying out work • liability for loss or damage to goods or other property sold, supplied, delivered, installed or erected or the cost of recalling or refunding a defective product or replacing, repairing or reinstating faulty work • liability arising out of ownership, possession or use of any mechanically propelled vehicle or attached trailer where motor insurance is required by law or any aircraft or water craft other than hand-propelled water craft • liability arising out of error or omission in any advice, design, formula, specification, inspection, certification or testing performed for a fee • injury, loss or damage arising from manual work carried out away from the premises, and undertaken outside the European Union • loss or damage to contract works undertaken under a contract or liability under JCT Contract Clause 6.5.1 • any liability in respect of pollution or contamination: – in the USA or Canada – elsewhere unless due to a sudden, identifiable, unintended and unexpected incident • fines, penalties or liquidated, aggravated, punitive or exemplary damages • work on an offshore installation or travelling to or from • liability in any way caused by arising from or contributed to by asbestos • cyber events. **Terrorism Cover** Cover for acts of Terrorism is limited to £5M or the amount stated in the Policy Schedule whichever is the lower.

Covers Available (continued)

Contractors Public Liability (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
• Financial Loss – cover extends to indemnify the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of financial loss in connection with the business – £50,000 standard Limit. • Pollution Clean Up Costs – in respect of Pollution or Contamination occurring in the United Kingdom caused by a sudden identifiable unintended and unexpected incident which takes place entirely at a specific time and place during the period of insurance the Insurers will indemnify the Insured against the cost of remediation legally required or ordered by any statutory authority or regulator to be conducted by the Insured – £1,000,000 standard Limit. • Public Relations Expenses – £25,000 in total any one period of insurance (£10,000 any one occurrence).	**Other Limitations** • The Financial Loss cover is subject to additional exclusions specified within the extension – please refer to the Policy wording for full details. • The Pollution Clean Up Costs cover is subject to additional exclusions specified within the extension – please refer to the Policy Wording for full details. • Cover restrictions apply in respect of the Public Relations Expenses extension – please refer to the Policy Wording for full details.

Covers Available (continued)

Contractors Employers Liability

Significant Features and Benefits	Significant Exclusions or Limitations
Cover Cover is provided to indemnify you against legal liability to pay compensation and claimants costs and expenses in respect of injury sustained by any Employee arising out of and in the course of their employment. **Limit of Indemnity** The standard limit is £10m inclusive of all costs and expenses (higher limits may be available on request) in respect of any one claim or series of claims arising out of one occurrence. **What are the Territorial Limits?** • The United Kingdom. • Elsewhere in the world for employees resident in the United Kingdom but temporarily employed elsewhere. **Standard Extensions** The following are the significant extensions that are included automatically on the policy. Please see your Policy Wording and Policy Schedule for more details of all the extensions: • Health and Safety at Work Legal Defence Costs – covers legal defence costs arising out of the Health & Safety at Work Act 1974. • Unsatisfied Court Judgements – covers payment of court judgements obtained by employees against third parties for injury sustained at work, if the judgement remains unsatisfied. • Court Attendance Compensation – covers attendance as a witness in connection with a claim: – Director/partner £750 for each days' attendance – Employee £250 for each days' attendance. • Corporate Manslaughter and Homicide – cover extends to include legal costs and expenses incurred with our consent and costs of the prosecution awarded against you in connection with the defence of any criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 in respect of any fatal injury. Cover is limited to £5M or the amount stated in the Policy Schedule whichever is the lower.	**Standard Exclusions** The following are the significant exclusions that are applied automatically to the policy. Please see your Policy Wording and Policy Schedule for more details of all the exclusions or limitations. **Cover does not include:** • Liability in respect of Injury to any Employee arising from ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or attached trailer where such liability is required by road traffic legislation to be the subject of compulsory insurance or other security • liability in respect of injury to any employee working on, visiting or travelling to or from offshore installations.

Covers Available (continued)

Contractors J.C.T. 6.5.1.

Significant Features and Benefits	Significant Exclusions or Limitations
Cover This cover provides indemnity to the Employer in respect of any expense loss claim or proceedings incurred by the Employer by reason of damage to any material property occurring during the period of insurance and caused by the collapse, subsidence, heave, vibration, weakening or removal of support or lowering of ground water arising out of the carrying out of the works. Full cover for a specific contract being agreed on receipt of a fair presentation of the specific risk upon which each contract will be issued as a separate policy. A 28 days hold cover section can be included on your policy if requested. This is subject to a hazardous work exclusion. **Limit of Indemnity** The amount relates to: • One claim or series of claims arising out of one occurrence • All claims any one period of insurance for pollution or contamination. **What are the Territorial Limits?** • The United Kingdom. • Any other member country of the European Union.	**Standard Exclusions** The following are the significant exclusions that are applied automatically to the policy. Please see your Policy Wording and Policy Schedule for more details of all the exclusions or limitations. **Cover does not include:** • damage to the works • damage to property arising from: – Negligence breach of statutory duty omission or default of the Insured – Attributable to errors or Omissions in the designing of the works – Losses reasonably foreseen as inevitable – Losses which are the responsibility of the Employer to insure under the J C T Conditions of Contract • fines, penalties or liquidated, aggravated, punitive or exemplary damages • any liability in respect of pollution or contamination unless due to a sudden, identifiable, unintended and unexpected incident • damage caused by sonic bangs.

Covers Available (continued)

Erection All Risks

Significant Features and Benefits	Significant Exclusions or Limitations
Cover **Cover A – Contract Works** Cover is provided for loss or damage to the contract works within the territorial limits whilst: • in transit • at the contract site • during maintenance. **Cover B – Additional Cost of Construction** In the event of loss or damage to the contract works for which liability has been accepted, the additional cost of construction due to inflation will be covered. **Cover C – Employees Tools and Personal Effects** Loss of or damage to tools and personal effects belonging to your employees not including motor vehicles, precious metals or stones, watches, jewellery or money. **What are the Territorial Limits?** Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. **Standard Extensions** The following are the significant extensions that are included automatically on the policy. Please see your Policy Wording and Policy Schedule for more details of all the extensions: • breakdown or explosion – damage to new and unused machinery that forms part of the contract works that is caused by electrical or mechanical breakdown or explosion • debris removal – covers costs that are incurred in the removal of debris, dismantling or demolishing and shoring up or propping following insured damage, to a limit of 10% of the contract value • European Union – extends the section to cover loss of or damage to contract works within the member states of the European Union provided the contract value does not exceed £250,000 or 25% of the maximum contract value shown in the Policy Schedule, whichever is less	**Standard Exclusions** The following are the significant exclusions that are applied automatically to the policy. Please see your Policy Wording and Policy Schedule for more details of all the exclusions or limitations. **Cover A – Contract Works does not cover:** • loss or damage for which you are not responsible under the terms of the contract • rectification, replacement or repair of insured property due to a defect in design, plan, specification, materials or workmanship • damage to property which already existed on the contract site prior to commencement of the contract works • normal wear and tear • loss of or damage to refractory linings or brickwork from the time of the first application of heat. **Cover C – Employees Tools and Personal Effects does not cover:** • damage to cutting edges, machine tools, trailing cables, flexible pipes, driving belts and chains or conveyor bands unless accompanied by loss or damage to the complete item • the cost of maintenance, rectification of faulty workmanship or damage caused by the direct application of tools • loss or damage due to materials being processed or foreign bodies entering the insured property along with the materials • damage to insured property as a result of overloading or applying abnormal conditions unless in accordance with the Code of Practice of the Safe Use of cranes BS7121 • loss of or damage to your employee's tools and personal effects overnight or when unattended unless kept in a securely locked building, container or a vehicle • normal wear and tear.

Covers Available (continued)

Erection All Risks (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
• joint names or multiple insureds – This extends the policy to cover any party that is required to be a joint named insured under the terms of the contract • offsite storage – loss or damage to contract works while in storage provided they are ready for delivery to the contract site and the value in storage at any one location is not greater than 25% of the contract value or £250,000, whichever is lesser • payments on account – interim payments can be made ahead of final settlement for claims where we have admitted liability • professional fees – cover is provided for the professional fees that are incurred during the reinstatement of contract works following loss or damage • roll on/roll off ferry – covers loss of or damage to contract works whilst in transit on a ferry between the territories listed under this extension in the policy wording to a limit of £150,000.	**Cover does not include:** • the excess • damage caused by electrical or mechanical breakdown or explosion other than where cover is provided under the breakdown or explosion extension • loss of Insured Property when its disappearance or shortage is only revealed when an inventory is made or when it is stolen or missing and it cannot be attributed to a specific occurrence • motor vehicles. This exclusion does not apply to vehicles not licensed for road use that are used in circumstances that do not require insurance under any road traffic legislation or that are designed or adapted primarily for use as a tool of trade • damage to insured property during a lifting or lowering operation whereby a load is shared between two or more machines unless we give prior consent • vessels, craft, vehicles, devices, rigs or platforms. This also excludes equipment mounted on and fixed to such property.

Covers Available (continued)

Machinery Movement

Significant Features and Benefits	Significant Exclusions or Limitations
Cover This policy provides cover for: • loss of or damage to machinery belonging to you • the legal liability that you have in respect of compensation for loss or damage to machinery that is in your care or custody whilst in the course of being dismantled, erected, positioned, loaded, unloaded or in transit. **What are the Territorial Limits?** Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. **Standard Extensions** The following are the significant extensions that are included automatically on the policy. Please see your Policy Wording and Policy Schedule for more details of all the extensions: • additional cost – provides cover for costs incurred in effecting temporary repairs and/or expediting a permanent repair to a limit of 50% of the normal repair cost. This also covers the increased cost of working incurred to minimise interruption to the business, excluding the first forty eight (48) hours immediately following the loss or damage. The total limit of this extension is £10,000 • payments on account – interim payments can be made ahead of final settlement for claims where we have admitted liability • debris removal – covers costs that are incurred in the removal of debris, dismantling or demolishing and shoring up or propping following insured damage up to the limit shown in your Policy Schedule • avoidance of impending damage – costs you incur by taking reasonable actions to avoid damage that would have resulted in a claim under this policy.	**Standard Exclusions** The following are the significant exclusions that are applied automatically to the policy. Please see your Policy Wording and Policy Schedule for more details of all the exclusions or limitations. **Cover does not include:** • the excess • damage caused to insured property by its own electrical or mechanical breakdown or explosion • the cost of maintenance • rectification of faulty workmanship • normal wear and tear • loss of or damage to glass, porcelain or similar materials unless accompanied by loss or damage to the complete item • loss or damage to expendable items such as cutters, bits, moulds, driving belts and other similar items that require periodic replacement • the cost of repairing or rectifying any property that is defective • loss of Insured Property when its disappearance or shortage is only revealed when an inventory is made or when it is stolen or missing and it cannot be attributed to a specific occurrence • damage to insured property during a lifting or lowering operation whereby a load is shared between two or more machines unless we give prior consent • damage to insured property as a result of overloading or applying abnormal conditions unless in accordance with the Code of Practice of the Safe Use of cranes BS7121 • loss of or damage to vessels designed to float on, in or travel under or through water, air or space, marine platforms and equipment attached to the above

Covers Available (continued)

Machinery Movement (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
	• loss of or damage to the insured property whilst it is situated at your premises, caused by: – fire however caused – fire extinguishing fluid – explosion other than specifically insured by this policy – lightning, earthquake, storm, tempest, flood, inundation, water, aircraft or other aerial devices or articles dropped therefrom – subsidence or other ground movement of displacement – theft or attempted theft – riot, strike, lockout and civil commotion.

Covers Available (continued)

Property Damage

Significant Features and Benefits	Significant Exclusions or Limitations
Cover The following are the significant features and benefits of the Property Damage All Risks and Property Damage Events section. For full details of the cover provided, please see your Policy Wording and Policy Schedule. • Contents – cover includes computer records, money up to £1,000, personal effects of employees and directors up to £1,000. • Inflation Provision – sums insured are index linked. Alternatively you may select the Day One Reinstatement basis of settlement. • Services – cover provided for damage to services including telephone, gas, water and electricity instruments, piping, cabling etc. • Alterations and Additions – limit up to £1,000,000. • Locks and Keys – covers the cost of replacing locks and keys limit £25,000 any one claim. • Metered Utilities – covers charges incurred as a consequence of damage up to £25,000 any one claim. • Exhibitions – covers property whilst at any exhibition up to £25,000 any one exhibition. • Trace and Access – covers the cost of locating the source of escape of water or fuel oil from any tank, apparatus or pipe and subsequent making good of damage up to £25,000 any one claim. • Landscaped Grounds – covers the cost, up to £25,000 of restoring landscaped grounds to their original appearance following damage at the premises. • Terrorism – cover can be extended for an additional charge. For further information contact your insurance adviser. • Automatic Reinstatement – sums insured will not be reduced by the amount of any claim unless we advise you otherwise. This extension will be subject to payment of an additional premium in the event of a claim, and we may require you to implement risk reduction measures. • European Union & Public Authorities (and Undamaged Property) – cover includes the cost of complying with European Union & Public Authorities requirements. Including the costs relating to undamaged portions of the buildings subject to a 15% limit.	**Standard Exclusions** The following are the significant exclusions applicable to this section dependent on the covers that you select. Please see your Policy Wording and Policy Schedule for more details of all the exclusions or limitations. **Cover does not include:** • the excess – please refer to your Policy Schedule • explosion due to bursting of non-domestic steam boilers, or other steam apparatus • malicious damage, freezing or escape of water in any unoccupied building • theft or theft damage not involving forcible and violent entry to or exit from the premises, or from open sided or temporary buildings or involving any partner, director, or employee • theft, storm, tempest or flood to fences and gates and movable property in the open • acts of fraud or dishonesty by any partner, director, or employee • disappearance, unexplained or inventory shortage or filing or misfiling of information • frost, wear and tear, gradual deterioration, inherent vice, latent defect • rot, mildew, rust, corrosion, insects, woodworm, vermin • dyeing, cleaning, repair, renovation, marring or scratching • damage attributable to changes in water table level • electrical or mechanical breakdown, failure or derangement • faulty or defective design workmanship or materials • changes in temperature, dampness, dryness, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish • damage to any property resulting from its undergoing any process • operational error or omission by you or any employee • damage due to pollution or contamination • property in transit • terrorism.

Covers Available (continued)

Property Damage (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
• Removal of Debris – cover includes the necessary and reasonable costs of removing debris following a loss, including the cost of cleaning, clearing or repairing of drains, sewers gutters. • Professional Fees – cover includes architect's, surveyor's, managing agent's, legal and consulting engineer's professional fees incurred following a loss. • Index Linking – the sum insured will be adjusted to take into account inflation, and will be automatically increased at each renewal date. • Contracting Purchaser's Interest – cover for buildings in the period between exchange of contract and completion. • Fire Extinguishers and Sprinklers – cost of refilling, recharging risk protection, equipment up to £25,000. • Inadvertent Omission to Insure – provides cover for buildings and contents which have been inadvertently left uninsured up to £1,000,000 and Nil for excepted trades. • Theft Damage to Buildings – cover for damage to occupied buildings by theft. An excess, normally £500, will apply to this cover. • Leased and Rented Premises – where as a tenant or lessee you may be legally liable for buildings and fixtures/fittings but which under the terms of the agreement are insured elsewhere. Cover extends to provider difference in conditions or limits over such specific insurance up to £1,000,000 and Nil for excepted trades. • Unauthorised use of Supplies – the unauthorised use of electricity, gas, water or other metered supplies is covered up to an amount of £25,000 in respect of occupied properties. • Property Stored – stock cover extends to include storage elsewhere than at your premises, up to £250,000. • Undamaged Tenants Improvements – if following damage your lease is terminated and you cannot legally remove your own fixtures and fittings, cover extends to include their value, up to £100,000. • Loss Minimisation and Prevention Expenditure – cover includes costs you incur with our consent to prevent or reduce imminent impending damage, up to £25,000 any one claim.	**Subsidence** If subsidence cover is selected, the following exclusions will apply: • damage to surfaced areas, walls, gates and fences, and various specified items unless the building is also damaged • the settlement or movement of made up ground • coastal or river erosion • defective design or workmanship or the use of defective materials • damage which commenced prior to inception of this cover • damage as a result of demolition, excavation or other building work. **Significant Conditions** The following are the significant conditions that apply to the policy. Please see your Policy Wording for more details on all the policy conditions: • Conditions – unoccupied buildings are not insured unless they are notified to us and specific precautions are taken to inspect and protect the property as specified in the policy. • Theft Cover – you must ensure that the premises are kept secure and in a good state of repair. Whenever the premises are closed for business all keys including duplicate keys must be removed from the premises. • Intruder Alarm Condition – if your premises are protected by an intruder alarm installation certain important conditions relating to the operation of such system will apply.

Covers Available (continued)

Property Damage (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
• Further Investigation Expenses – cover includes investigation costs incurred by you with our consent to establish whether buildings adjacent to those damaged are also damaged, up to £5,000. • Moulds, Tools and Dies – cover includes moulds, tools and dies belonging to you or for which you are responsible whilst anywhere in the UK including in transit, up to £250,000.	

Covers Available (continued)

Business Interruption

Significant Features and Benefits	Significant Exclusions or Limitations
Cover Cover options are as outlined under the Property Damage All Risks or Property Damage Events sections. **Basis of settlement** Basis of Settlement available: • Estimated Gross Profit • Gross Rent • Estimated Revenue • Additional Cost of Working. The Estimated basis of settlement provides a limit of liability of 133.33% of the Estimated Gross Profit, or Estimated Revenue giving inflation protection. **Standard Extensions** The following are optional extensions that can be included on the policy at your request. Please see your Policy Wording and Policy Schedule for more details of all the extensions. • Suppliers – provides for a limit up to £100,000 at unnamed suppliers premises. • Customers – provides for a limit up to £100,000 following covered damage at unnamed customers premises. • Contract Sites – provides a limit up to £100,000 for any situation not in your occupation where you are carrying out a contract. • Property Stored – provides a limit up to £100,000 for property stored. • Transit – provides a limit up to £100,000 for property whilst in transit. • Exhibition Sites – interruption to the business following insured damage at any exhibition site where the insured are exhibiting goods up to £25,000. • Moulds, Tools and Dies – provides cover anywhere in the UK including in transit, up to a limit of £25,000.	**Standard Exclusions** The following are the significant exclusions applicable to the policy. Please see your Policy Wording and Policy Schedule for more details of all the exclusions or limitations. **Cover does not include:** • the excess – please refer to your policy schedule • exclusions as shown under the Material Damage section, except explosion of a steam boiler or economiser which is covered • the deliberate act of a supply undertaking of water, gas, electricity, fuel or telecommunications services is excluded • Average (Underinsurance) – applies to Gross Rent. If the sums insured for any rent item is less than the value of the rent item, the amount payable by the insurer in the event of a claim will be proportionately reduced. For instance, if rent is insured for £500,000, but the true expected rent is £1,000,000, the payment for any rent claim will be reduced by half. **Significant Conditions and Requirements** The following are the significant conditions and requirements that apply to the policy. Please see your Policy Wording for more details on all the policy conditions: • Liability must have been admitted under the property section for there to be a business interruption claim. • Estimated Basis of Settlement – a declaration of the amounts actually earned must be made to us within 6 months after each period of insurance. • Book Debts – monthly records must be kept and a copy stored away from your premises.

Covers Available (continued)

Business Interruption (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
• Supply Undertakings – provides cover arising from damage at the premises of electricity, gas, water or telecommunications services, up to £1,000,000. Cover is subject to a number of exclusions and conditions – please refer to the policy wording for details. Cover does not apply for the first 48 hours of interference and is limited to a Maximum Indemnity Period of 1 month. • Denial of Access – Damage – provides cover should property within 1 mile of the premises be damaged and access is prevented or hindered. Limit up to £5,000,000 or the business interruption sum insured, whichever is lower. Cover is limited to a Maximum Indemnity Period of 3 months. • Book Debts – cover is provided for outstanding debit balances that cannot be collected because the records have been damaged or destroyed. The sum insured is selected by you. • Failure of Supply – cover extends to include interruption resulting from the accidental failure of supply of electricity, gas, water, and telecommunications services. Cover is subject to a number of exclusions and conditions – please refer to the policy wording for details. Cover will exclude damage to any overhead transmission or distributing lines or their supporting structures located over one mile from the premises. Cover does not apply for the first 48 hours of interference, and is limited to a Maximum Indemnity Period of 1 month. A limit of £25,000 applies. • Claims Preparation Expenses – covers the necessary and reasonable costs incurred by you and with our agreement in producing details supporting a claim up to £25,000 any one claim. • Essential Personnel – additional expenditure reasonably incurred by the insured as a consequence of the death or permanent disablement of any principal, director or partner of the insured up to £25,000. • 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.	

Covers Available (continued)

Business Interruption (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
• Maximum Indemnity Period – various options are available including 12, 24, 36 months as selected by you. • Public Relations Expenses – in the event of business interruption cover includes the additional expenditure employing suitable public relations personnel up to £10,000. • Research and Development Costs – additional expenditure following insured damage to reconstitute records, re-work projects and restore research and development projects up to £25,000. • Terrorism – cover can be extended for an additional charge. For further information contact your insurance adviser.	

Covers Available (continued)

Money

Significant Features and Benefits	Significant Exclusions or Limitations
Cover **Standard Cover includes the following:** • Loss or damage to any safe or strongroom at the premises up to £10,000, or any bag or other container used to carry money (its value at the time of loss). • Loss or damage to clothing and personal belongings following theft or attempted theft of money up to £500 any one person. • Personal Assault Extension – provides compensation in the event of an insured person being injured as a direct result of theft or attempted theft of money involving assault or violence or the threat of assault or violence. The benefits are as follows: – Death £25,000 – Loss of one or more limbs and/or sight of one or both eyes £25,000 – Permanent Total Disablement £25,000 – Temporary Total Disablement – £100 per week (maximum 104 weeks) – Temporary Partial Disablement – £50 per week (maximum 104 weeks) – Victim Care (professional counselling fees for emotional stress) £1,000 any one person, £5,000 in total.	**Standard Exclusions** The following are the significant exclusions that are applied automatically to the policy. Please see your Policy Wording and Policy Schedule for more details of all the exclusions or limitations. **Cover does not include:** • the excess – please refer to your Policy Schedule • loss due to the dishonesty of any partner, director or employee, not discovered within fifteen days of its happening • damage to any machine that uses coins, notes or tokens • loss from any unattended vehicle • shortage due to error or omission • loss or shortage due to depreciation currency fluctuations consequential loss or damage of any kind or description • loss resulting directly or indirectly from forgery, fraudulent alteration or substitution, fraudulent use of a computer or electronic transfer • loss resulting from use of any form of payment which proves to be counterfeit false invalid uncollectable irrecoverable for any reason • loss insured or insurable under a Fidelity policy • terrorism. **Significant Conditions** The following are the significant conditions that apply to the Policy. Please see your Policy Wording for more details on all the Policy conditions: • Whenever the premises are closed for business the safe keys must be removed from the premises • Money in transit must be accompanied as specified in the policy • Intruder Alarm Condition – if your premises are protected by an Intruder Alarm Installation certain important conditions relating to the operation of such system will apply.

Covers Available (continued)

Own Goods in Transit

Significant Features and Benefits	Significant Exclusions or Limitations
Cover Standard cover includes the following: • Clothing and Personal Effects – provides cover for loss or damage to clothing and personal effects, up to a limit of £500 per person • Sheets and Ropes – cover includes sheets, ropes, packing materials and the like • Substitute Vehicles – provides for cover on a substituted vehicle whilst own vehicle is undergoing service or repair • Transhipment and Debris Removal – includes transhipment and recovery of goods following collision or overturning of the vehicle and removal of debris up to a limit of £10,000 • FOB conditions – up to thirty days from the commencement of transit • Loss or damage whilst in transit within one of your own vehicles or in transit by other carriers. Limit of liability as requested by you and shown in the schedule. • Additional Vehicles – any recently acquired non specified vehicle up to £2,500 any one claim. **What are the Territorial Limits?** The United Kingdom including sea or air transit therein.	**Standard Exclusions** The following are the significant exclusions that are applied automatically to the policy. Please see your Policy Wording and Policy Schedule for more details of all the exclusions or limitations. **Cover does not include:** • the excess – please refer to your Policy Schedule • loss or damage due to: – depreciation, contamination or deterioration unless caused by accident to the vehicle – inherent vice, leakage or loss in weight or volume – bruising, scratching, chipping, denting, rust, oxidisation or discolouration – default in packing or addressing of any parcel or package – pollution or contamination – delay or loss of market confiscation or detention by customs or other officials or consequential loss of any kind – mechanical or electrical breakdown, failure or derangement • theft from any vehicle left unattended, unless the vehicle has all points of access closed and secured by all the locks and other protections fitted and all the keys are removed • jewellery, precious stones or metals, bullion, furs, works of art, livestock, securities, stamps, documents, manuscripts, business books, plans or designs, livestock or your own machinery or plant • insufficiency or unsuitability of packing or preparation • terrorism. **Significant Conditions** The following are the significant conditions that apply to the policy. Please see your Policy Wording for more details on all the policy conditions: • You must take all reasonable care in the selection of honest and competent employees, and maintain vehicles in a roadworthy condition. • Vehicle security protections must be maintained in working order and set or secured when the vehicle is unattended.

Covers Available (continued)

Specified All Risks

Significant Features and Benefits	Significant Exclusions or Limitations
Cover The cover provides for accidental loss or destruction of or damage to specified items within the Territorial Limits of the UK, EU or world-wide. The maximum amount payable for any one claim is: • the total sum insured or • for each item its individual sum insured at the time of damage. **What are the Territorial Limits?** The territorial limits are: • the Premises • anywhere in the United Kingdom • anywhere within countries of the European Union • anywhere in the world depending on what you select. Full details can be found in your Policy Schedule. • Data Processing and Ancillary Equipment – cover includes damage caused by dryness or dampness, extremes of temperature, corrosion or rust if resulting from damage to air conditioning equipment.	**Standard Exclusions** The following are the significant exclusions that are applied automatically to the policy. Please see your Policy Wording and Policy Schedule for more details of all the exclusions or limitations. **Cover does not include:** • the excess – please refer to your Policy Schedule • loss due to any person obtaining any property by deception • frost, wear and tear, gradual deterioration, inherent defect • rot, mildew, rust, corrosion, insects, woodworm, vermin • dyeing, cleaning, repair, renovation, marring or scratching • electronic, electrical or mechanical breakdown, failure or derangement • faulty manipulation, design, plan, specification or materials • pollution or contamination • consequential loss or market depreciation • loss or damage outside of the territorial limits – see your Policy Schedule • terrorism. **Significant Conditions** The following are the significant conditions that apply to the policy. Please see your Policy Wording for more details on all the policy conditions: • Intruder Alarm Condition – if your premises are protected by an intruder alarm installation certain important conditions relating to the operation of such system will apply. • Vehicle security protections must be maintained in working order and set or secured when the vehicle is unattended. • Precautions – you must keep your premises secure and in a good state of repair, ensure waste is removed from the buildings daily, install vehicle protections required by us and remove keys from premises or vehicles when left unattended.

Covers Available (continued)

Directors & Officers Liability Insurance

Significant Features and Benefits	Significant Exclusions or Limitations
Cover Provides personal liability cover for company directors, officers and managers to protect them from claims that may arise from the decisions and actions taken within the scope of their regular duties **Cover includes:** • Directors & Officers and Company Reimbursement cover up to £10,000,000 limit of indemnity on an any one claim basis • Non-executive Director cover up to £250,000 • Investigation cover costs • Company Entity Liability cover up to £5,000,000. **What are the Territorial Limits?** Cover is provided anywhere in the world where legally permitted, unless specified otherwise in the Policy Schedule. **Standard Extensions** The following are the significant extensions that are included automatically on the policy under this section. Please see your Policy Wording and Policy Schedule for more details of all the extensions: • automatic new subsidiary cover – extends the policy to include any private entity that becomes a subsidiary and has total assets that are less than 50% of the total assets of the policyholder at the inception of the period of insurance • discovery period – ninety (90) days automatically at no additional premium or twelve (12) months at an additional premium of 50% of the full annual premium • past insured person – cover for any loss from any claim first made against any past insured person for wrongful acts committed before they voluntarily relinquished such position or cover for any investigation costs in connection with any investigation/self-report investigation first made against such past insured person following the expiry date of the period of insurance	**Standard Exclusions** The following are the significant exclusions or limitations that apply to the policy under this section. Please see your Policy Wording and Policy Schedule for more details of all the exclusions or limitations. **Cover does not include:** • behaviour arising out of the committing of a dishonest act or the insured person gaining any personal profit to which they were not legally entitled • prior claims/circumstances • prior and pending litigation • bodily injury and property damage but not in respect of defence costs for non-indemnifiable loss of any insured person who is a natural person OR mental anguish/emotional stress in respect of an employment practice wrongful act OR loss where personal liability is established against an insured person, but only for non-indemnifiable loss • offering of securities during the period of insurance provided that this exclusion shall not apply to debt offerings anywhere in the world. **The following exclusions apply to Cover E (Company Entity Liability Cover) only:** • competition and restraint of trade • securities attributable to the actual or intended private placement or public offering of any securities • professional services for the performance or failure to perform professional services for any person or any act, error or omission • patent copyright • contractual liability from any actual or alleged contractual liability under any contract or agreement • pollutants • pension scheme for liabilities relating to any trust fund, pension scheme or profit-sharing scheme • insured vs insured claims • employment practice wrongful act • bodily injury and property damage

Covers Available (continued)

Directors & Officers Liability Insurance (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
• reputational crisis costs – up to £100,000 in the aggregate during the period of insurance, such amount being part of the limit of indemnity. • crisis communication consultant – briefing session available at no additional charge during the period of insurance • circumstance investigation costs – up to £50,000 in the aggregate • insolvency hearing costs – up to £50,000 in the aggregate • assets and liberty costs up to £50,000 in the aggregate • court attendance costs – up to £20,000 in the aggregate • environmental extension – provides defence costs incurred by an insured person for an environmental violation up to £50,000 in the aggregate • employee dishonesty cover – up to £75,000 in the aggregate. An excess of 10% of the sub-limit will apply. **Optional Extension:** Company Entity Employment Practice Liability – cover up to 50% of the D&O limit with the minimum of £100,000, maximum of £2,500,000.	• products attributable to the efficiency, inefficiency, performance or lack of performance, defects or non-compliance with health and safety standards or any products manufactured, produced, processed, sold or developed by the company. **The following exclusions apply to the optional extension Company Entity Employment Practice Liability only:** • Costs associated with any obligation to adjust premises or make any other reasonable accommodations required to conform with the Equality Act • Employee consultation • Employment benefits • United Kingdom jurisdiction • Liability volunteered by any employee or the company on behalf of any other person or entity.

Covers Available (continued)

Professional Indemnity – Construction

Significant Features and Benefits	Significant Exclusions or Limitations
Cover The following are the significant features and benefits of the Professional Indemnity – Construction section. For full details of the cover provided, please see your Policy Wording and Policy Schedule. • 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 – 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 Policy Schedule. • Court Attendance Cover – if attending court as a witness by any principal, partner, member, director or employee when defending a claim, at 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.	**Standard Exclusions** The following are the significant exclusions that are applied automatically to the policy. Please see your Policy Wording and Policy Schedule for more details of all the exclusions. **Cover does not include:** • asbestos arising out of, based upon or attributable to: – bodily injury resulting from the presence or release or possible release of asbestos or asbestos containing materials in whatever form or quantity; or – 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 • failure to make an accurate pre-assessment of the cost of performing your professional services • claims which should be insured under other types of insurance such as Directors and Officers Liability, Employers Liability and Employment Practice Liability • software, mechanical or electrical failure or telecommunications or satellite systems failure outside your direct control • insolvency, liquidation, administration or receivership of your business • manufacturing defect in any product • fitness for purpose arising out of, based upon or attributable to any of the following: – where the contract for the works has not defined the intended purpose and use of such works: – any unforeseen ground conditions; – process engineering other than where the process engineering relates to the structured integrity of the works; – Pollution; or – defective workmanship or materials. This exclusion shall only apply in respect of any fitness for purpose warranty.

Covers Available (continued)

Professional Indemnity – Construction (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
• Specialist Contractors Cover – claims resulting from any wrongful act of your specialist consultants, designers or sub-contractors 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. • Fitness for Purpose Cover – claims arising out of any fitness for purpose warranty solely with respect to the design and/or specification of any works. Provided that the fitness for purpose warranty is in accordance with practice conventionally accepted as appropriate at the time of the execution of the works having regard to the size, scope and complexity of the project. • 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: – unless the proceedings shall have arisen from a wrongful act committed by you in the performance of your professional services or – where there is a subsequent plea of finding of guilt on the part of you or – 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 in the period of insurance.	• 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 • previous claims or circumstances • prior acts (before the Retroactive Date stated in your Policy Schedule) • trading debt incurred or guarantee given by you for a debt • claims brought in the United States of America or Canada • war or terrorism. **Claims Made Wording** • this section 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 thirty 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.

Covers Available (continued)

Professional Indemnity – Construction (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
• 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/turnover 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 Condition – we will not exercise our rights to avoid the insurance cover for innocent non-disclosure or innocent misrepresentation. • Annual renewal – the insurance cover is a twelve month contract which may be renewed each year subject to your needs and our terms and conditions.	**Limit of Liability** • the Limit of Liability is specified in the Policy Schedule and applies on an "any one claim" basis without aggregate limitation in the period of insurance (unless stated otherwise in the Policy Schedule) • Defence Costs are payable in addition to the Limit of Liability (unless stated otherwise in the Policy Schedule). **Retention** The insurance will be subject to a retention, shown in the Policy Schedule, which is the amount you must contribute towards settlement of a claim. No retention applies to Defence Costs (unless stated otherwise in the Policy Schedule) or Court Attendance Cover. **Proposal** The proposal and any information supplied by you forms the basis of and is incorporated into the contract of insurance.

Covers Available (continued)

Fidelity Insurance

Significant Features and Benefits	Significant Exclusions or Limitations
Cover The cover provides for the direct loss of money or goods caused by employee theft, fraud or dishonesty, committed with the clear intent of obtaining an improper gain for themselves, up to the limit selected by you. Cover extends to include the costs of rewriting or amending computer programs following the fraudulent use of computer systems.	**Standard Exclusions** The following are the significant exclusions that are applied automatically to the policy. Please see your Policy Wording and Policy Schedule for more details of all the exclusions or limitations. **Cover does not include:** • losses identified more than twenty-four months after an employee has left your employment • losses arising from subsequent acts of fraud or dishonesty by an employee • loss dependent upon any inventory or profit and loss compilation • loss of interest, fines, penalties or consequential loss. **Conditions** Special conditions governing the required standards and systems of check apply, which must be followed if the cover is to operate. Please see your Policy Wording for more details on all the policy conditions.

Covers Available (continued)

Legal Expenses

Significant Features and Benefits	Significant Exclusions or Limitations
1 Employment • Cover up to £100,000 for any one claim in respect of your legal costs to: – defend your legal rights in a dispute in an Employment Tribunal with a previous, present or prospective Employee and which arises out of or relates to a contract of employment or a breach of employment or discrimination legislation. – pursue a previous employee to recover possession of premises occupied for residential purposes. – defend your legal rights in a dispute relating to actual or alleged failure to fulfil your obligations as a trustee of a pension fund set up for the benefit of your employees – defend your legal rights in civil proceedings against an employee under legislation for unlawful discrimination • We will also cover Basic and Compensatory awards made against you or through a negotiated settlement with our agreement.	• Claims where you have not sought and followed the advice of the Lawphone Legal Helpline before making any changes to an Employee's contract of employment or taking any disciplinary action against an Employee. • Any dispute with an Employee that you have given a verbal or written warning to in the 180 days leading up to the date this policy starts. • Any dispute arising under the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive. • Any dispute arising from any industrial dispute, industrial or labour arbitration or collective bargaining agreements. • Any dispute to do with sub-contracting or contracts for services with anyone who is self-employed. • For Employment Service Occupancy only, there is no cover for the defence of your legal rights, other than to defend a counter-claim.
2 Tax and VAT Cover up to £100,000 for any one claim in respect of your legal costs for an investigation by HM Revenue and Customs for the following: • Tax Enquiry • VAT Dispute • Employer Compliance Dispute	• Any claim relating to a tax avoidance scheme. • Any investigation conducted by HM Revenue and Customs Fraud Investigation Service or Specialist Investigations, or conducted under the HM Revenue and Customs Civil Investigation of Fraud, Code of Practice 9 or Criminal Investigations procedures or conducted under the General Anti-Abuse rule. • Any enquiry into alleged dishonesty or alleged criminal activities. • Any HM Revenue and Customs compliance check. • Any claim arising from the failure to register for VAT or PAYE. • Any enquiry or investigation that concerns wealth, assets or money held outside of the UK. • Any IR35 enquiry.

Covers Available (continued)

Legal Expenses (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
3 Criminal Prosecution Defence Cover up to £100,000 for any one claim in respect of your legal costs to defend your legal rights after an event, which arises out of your normal business activities and results in criminal proceedings being brought against you.	• The defence of a prosecution relating to: – HM Revenue and Customs investigation; – Allegations of fraud, theft or violence; – The ownership, possession or use of motor vehicles, aircraft, watercraft, trailers or caravans; – Pollution. • Any costs or fines awarded against you by a court of criminal jurisdiction.
4 Property Protection Cover up to £100,000 for any one claim in respect of your legal costs in a dispute arising from the following: • An event causing physical damage to your premises; or • a legal nuisance; or • a trespass	• Disputes relating to any land or building that doesn't form part of your premises. • Disputes relating to mining or other subsidence or heave. • Disputes relating to rent or service charges, tax, planning or buildings regulations or decisions. • Disputes arising out of a contract you have with another person or organisation. • Disputes relating to owning, possessing, hiring or using aircraft, watercraft, motor vehicles, trailers or caravans.
5 Data Protection Cover up to £100,000 for any one claim in respect of your legal costs to: • Defend you in a dispute relating to data protection legislation • Appeal against a refusal of an application for registration or alteration of your registered particulars. • Appeal against an Enforcement, De-registration or Transfer Prohibition Notice.	• Any prosecution where you are accused of fraud or theft. • Any dispute relating to your failure to register as a Data Controller. • Any dispute relating to your failure to comply with legislation concerning the processing of Sensitive Personal Data. • Any fines, penalties or Awards of Compensation made against you.
6 Commercial Tenancy Agreement Cover up to £100,000 for any one claim to pursue or defend your legal rights in a dispute relating to property that your business occupies or lets to a commercial tenant.	• Any dispute relating to the renewal of a lease or tenancy agreement.
7 Statutory Licence Appeal Cover up to £100,000 for any one claim to appeal, following a decision by the licensing authority to suspend, revoke, alter or refuse to renew your business licence.	• Hearings arising out of any commercial decision made by you. • The first application for, or standard renewal of, the licence. • Anything to do with drug offences, under age drinking or sexual indecency.

Covers Available (continued)

Legal Expenses (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
8 Personal Injury Cover up to £100,000 for any one claim to take legal action against another person who causes your death or bodily injury whilst you are engaged in your business.	• Personal injury disputes between you and any employee(s). • Gradually operating injuries.
9 Jury Service Allowance Cover up to £5,000 for any one claim in respect of the salary or wages of an employee that you cannot get back from the court if that employee has to go to court for jury service.	
10 Contract Disputes and Disputed Debt Cover up to £100,000 for any one claim to enable you to take legal action or defend yourself in a dispute with a manufacturer or supplier or customer in respect of a contract for the sale, purchase, hire, service, supply or repair of goods or the supply or purchase of a service. This includes a dispute relating to the payment or receipt of money and interest due under the terms of a contract.	• Any dispute where a claim is brought against you caused by or arising from the provision of goods or services relating to the construction, alteration or repair of any building, or part of that building, or structure. • Any dispute relating to computer hardware, software, systems or services designed or adapted specifically for your business. • Any dispute relating to a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement. • Any dispute relating to your legal right to own, occupy or use any land or building or any benefit or alleged benefit attaching to the land. • Any dispute relating to the ownership, possession, hiring or use of motor vehicles. • For disputed debt claims only, any claim which is not made within 90 days of the money becoming due and payable.

Covers Available (continued)

Legal Expenses (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Applying to all sections of the Legal Expenses	**Section Limit** A limit of £1,000,000 for all claims which first occurred during the Period of Insurance applies under this section. **Section Exclusions** • Legal Expenses incurred without the Insurer's written consent. • Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance incurred before the Insurer's written Consent and acceptance of a Claim. • Claims which do not arise from or relate to the Business, other than Jury Service Allowance. • Claims by the Insured Person in respect of any event occurring prior to or existing at inception of this Section which they knew, or ought reasonably to have known about. • Claims the Insured fail to notify to the Insurer within 6 months of the date of occurrence, or as soon as reasonably practicable providing there has been no prejudice to the Insurer. • Claims arising out of a deliberate or reckless act by the Insured Person or where they have failed to take reasonable steps to avoid, prevent or limit a loss. • Any Claim where in the Insurer's opinion there are no Reasonable Prospects of a Satisfactory Outcome. • Fines or other penalties imposed by a court, tribunal or regulator. • Any Claim arising from or relating to an application for judicial review or other challenge to any legislation or proposed legislation. • Any VAT attaching to Legal Expenses incurred with the Insurer's consent which is recoverable by the Insured Person from elsewhere.

Covers Available (continued)

Legal Expenses (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Additional Benefits applicable to all policyholders	
Lawphone • Access to Lawphone to give advice, 24 hours a day, 365 days a year, on any business legal matter. We may record the calls to protect you.	• 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.
Allianz Legal Online • Access to Allianz Legal Online which provides business support to help you produce legal paperwork in connection with your business.	• This service is only available on the internet. • The legal paperwork and guidance will always be in accordance with the laws of Great Britain and Northern Ireland.
Additional Services available to all policyholders	
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. The service is provided by DWF LLP for undisputed debts within England and Wales, and Jackson Boyd Solicitors for undisputed debts within Scotland.	• 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.
Solicitor Employment Support Service This service will provide you with the use of a solicitor to carry out a redundancy programme on your behalf. This service is available if the Lawphone advisor decides you would benefit from this service and is provided by DWF LLP.	There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy.

Covers Available (continued)

Legal Expenses (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Additional Services available to all policyholders	
Specialist Legal Support Service This service will provide you with access to a specialist solicitor if: • 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. This service is provided by DWF LLP.	There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy.
Crisis Response This service will provide you with access to: • 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. This service is provided by DWF LLP	There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy.

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