INTERNATIONAL COMMERCIAL SELECT

POLICY OVERVIEW

Insurers
Chartered

Allianz

CONTENTS

Introduction 1

Covers Available

Property Damage 2
Business Interruption and Book Debts 4
Money 5
Own Goods in Transit 6
Specified All Risks 7
Computer 8
Public and Products Liability 9
Employers Liability 10
Directors and Officers Liability 11
Fidelity Insurance 16
Personal Accident 17
Business Travel 18
Commercial Legal Expenses 23

Additional Information

Notifying a Claim 26
Commercial Legal Expenses Claims 26
How to make a Complaint 27
Financial Services Compensation Scheme 27
Policy Limits 27
Law Applicable & Policy Language 27
Terrorism Cover 27
Currency & Insurance Tax 27

Allianz Insurance plc is 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 will 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.

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

IMPORTANT

This is a policy overview only and does not contain the full terms and conditions of the contract of insurance. Some of the covers will only apply if you have chosen to take the option selected. Your quote 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 is available on request.

Introduction

To meet the increasing demand of clients who are domiciled in the UK, but also have operations, or own premises or assets elsewhere, Allianz has established an International Commercial Network – the key features are:-

- Allianz has local operations in more than 70 countries, and also works with carefully selected network partners in over 90 additional countries
- Admitted policy documents can be locally issued in more than 160 countries
- Allianz is a single insurance group with in depth knowledge and local expertise with staff dedicated to your clients' service needs
- Access to the network can be arranged via UK based dedicated Underwriters
- A local broker can be recommended by Allianz in countries where there's a local insurer requirement to have one

Why Allianz Insurance plc?

- Insurance rules and regulations vary from country to country and Allianz has in-depth knowledge of local insurance requirements.
- Our International Commercial Network offering is designed to help you get the compliant insurance solutions your client may need – wherever they operate
- An Allianz admitted local policy will help avoid the risk of a policy being declared non-compliant and void by local authorities, resulting in disputed claims or fines and penalties.

International Network Products

For countries outside of the United Kingdom; Allianz UK can facilitate the issue of stand alone local policies. Cover can be issued for:-

- Property
- Casualty
- Engineering

What is International Commercial Select?

In the United Kingdom worldwide cover can be provided under the International Commercial Select. The International Commercial Select will cover you for the policy period, as detailed in the Policy Schedule and is designed to cover the main insurance needs of a business with exposure situated overseas. Most covers are optional for your selection and the covers available are listed below. The policy is underwritten by Allianz Insurance plc. The International version of the United Kingdom policies can by further extended, where appropriate, to incorporate extensions to cover such as:

– Difference in Conditions/Difference in Limits

– Difference in Limits

– Tenants & Neighbours Liability

– Increased Tax Liability

– Underinsurance Shortfall

– Excess & Residual Employers Liability

– Excess Motor

Covers Available

Property Damage All Risks or Property Damage Events

Significant Features and Benefits

- **Contents** - cover includes computer records, money up to £1,000, personal effects of employees and directors up to £1,000.
- **Inflation Provision** - sums insured in respect of property in the UK 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** - within the EU 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 within the EU 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 in the UK can be extended for an additional charge. For further information contact your insurance adviser.
- **Automatic Reinstatement** - sums insured will not be reduced by the amount of any claim unless we advise you otherwise. This extension will be subject to payment of an additional premium in the event of a claim, and we may require you to implement risk reduction measures.
- **European Union & Public Authorities (and Undamaged Property)** - cover includes the cost of complying with European Union & Public Authorities requirements. Including the costs relating to undamaged portions of the buildings subject to a 15% limit.
- **Removal of Debris** - cover includes the necessary and reasonable costs of removing debris following a loss, including the cost of cleaning, clearing or repairing of drains, sewers gutters.
- **Professional Fees** - cover includes architect's, surveyor's, managing agent's, legal and consulting engineer's professional fees incurred following a loss.
- **Index Linking** - the sum insured in respect of property in the UK 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 within the territorial limits which have been inadvertently left uninsured up to £1,000,000.

Significant Exclusions or Limitations (variable upon cover options)

- explosion due to bursting of non domestic steam boilers, or other steam apparatus
- malicious damage, freezing or escape of water in any unoccupied building
- theft or theft damage not involving forcible and violent entry to or exit from the premises, or from open sided or temporary buildings or involving any partner, director, or employee
- theft, storm, tempest or flood to fences and gates and movable property in the open
- acts of fraud or dishonesty by any partner, director, or employee
- disappearance, unexplained or inventory shortage or filing or misfiling of information
- frost, wear and tear, gradual deterioration, inherent vice, latent defect
- rot, mildew, rust, corrosion, insects, woodworm, vermin
- dyeing, cleaning, repair, renovation, marring or scratching
- damage attributable to changes in water table level
- electrical or mechanical breakdown, failure or derangement
- faulty or defective design workmanship or materials
- changes in temperature, dampness, dryness, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish
- damage to any property resulting from its undergoing any process
- operational error or omission by you or any employee
- damage due to pollution or contamination
- property in transit
- terrorism
- damage to land, roads, pavements, piers, jetties, bridges, dams, dykes, culverts or excavations, underground mines, caverns, tunnels, offshore property overhead transmission and distribution lines or supporting structures other than on the Insured's premises
- damage to property in the Netherlands and/or Belgium caused by flood inundation from the ocean or sea or the failure or overflowing of water retaining structures or similar works
- damage to property caused by "sturmflut" Insured situate in Schleswig-Holstein, Niedersachsen, Mecklenburg-Vorpommern, Bremen and Hamburg, in Germany
- damage to property situate in France from a peril or event as defined in the French Law Article No. 82-600 of 13th July 1982 or by act of terrorism as defined in articles L 421-1 and L 421-2 of the French Penal Code
- damage to property situate in Spain resulting from a peril or event which has been declared a "Calamidad Nacional" by the Spanish government or resulting from damage covered by the State compensation scheme "Consoricio de Compensation de Seguros"
- damage to property in Norway or Sweden resulting from hydroelectric dam breakthrough

Property Damage All Risks or Property Damage Events

Significant Features and Benefits

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

Significant Exclusions or Limitations (variable upon cover options)

- loss or damage covered by any voluntary or compulsory government scheme, official obligatory pool or natural catastrophe insurance scheme, or similar pool or scheme
- loss or damage caused by confiscation, requisition, nationalisation, seizure, detention or destruction by any government de jure or de facto or public municipal local or customs authority or dispossession of any building resulting from unlawful occupation
- loss or damage arising in respect of tenants liability, neighbours liability or tenants claims against the landlord in any country which is subject to the Napoleonic Civil Code
- fines penalties or costs imposed at the order of any government agency court or other authority in connection with any environmental seepage pollution or contamination
- loss or damage to property arising from war, invasion, act of foreign enemy, hostilities, or warlike operations, civil war, mutiny, civil commotion assuming the proportions or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any action taken in controlling preventing suppressing or in any way relating to such events
- the excess - please refer to your policy schedule

Subsidence

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

Conditions - Unoccupied Buildings

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

Theft Cover - Conditions

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

Intruder Alarm Condition

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

Territorial Limits

Cover will be restricted to Defined Territories as specified in the policy documentation.

Business Interruption and Book Debts

Significant Features and Benefits

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

Basis of settlement available:

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

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

The following extensions can be added to if required:

- Suppliers - provides for a limit up to £100,000 at unnamed suppliers premises.
- Customers - provides for a limit up to £100,000 at unnamed customers premises.
- Contract Sites - provides a limit up to £100,000 for any one location.
- Property Stored - provides a limit up to £100,000 for property stored.
- Transit - provides a limit up to £100,000 for property whilst in transit.
- Exhibition Sites - provides for a limit up to £25,000 for any one exhibition site.
- Moulds, Tools and Dies - provides cover anywhere within the territorial limits including in transit, up to a limit of £25,000.
- Supply Undertakings - provides cover arising from damage at the premises of electricity, gas, water or telecommunications services, up to £1,000,000.
- Denial of Access - provides cover should property in the vicinity of the premises be damaged and access is prevented or hindered.
- Book Debts - provides cover, up to a limit of £250,000, for outstanding debit balances.
- Terrorism - cover can be extended for an additional charge. For further information contact your insurance adviser.
- Failure of Supply – cover extends to include interruption of or interference resulting from the accidental failure of supply of electricity, gas, water and telecommunications services. Cover is subject to a number of exclusions and conditions – please refer to the policy wording for details. Cover will exclude damage to any overhead transmission or distributing lines or their supporting structures located over one mile from the premises. Cover also does not apply for the first 48 hours of interference, which is also limited to a Maximum Indemnity Period of 1 month. A limit of £25,000 applies.

Significant Exclusions or Limitations

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

Material Damage Requirement

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

Conditions - Estimated Basis of Settlement

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

Conditions - Book Debts

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

Territorial Limits

- Cover and Extensions to cover will be restricted to Defined Territories as specified in the policy documentation

Money

Significant Features and Benefits

Standard Cover includes the following:

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

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

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

Significant Exclusions or Limitations

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

Conditions

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

Intruder Alarm Conditions

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

Territorial Limits

Cover will be restricted to Defined Territories as specified in the policy documentation.

Own Goods in Transit

Significant Features and Benefits

Standard cover includes the following:

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

Significant Exclusions or Limitations

- loss or damage due to:
  - depreciation, contamination or deterioration unless caused by accident to the vehicle
  - inherent vice, leakage or loss in weight or volume
  - bruising, scratching, chipping, denting, rust, 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
- theft from any vehicle left unattended, unless the vehicle has all points of access closed and secured by all the locks and other protections fitted and all the keys are removed
- jewellery, precious stones or metals, bullion, furs, works of art, livestock, securities, stamps, documents, manuscripts, business books, plans or designs, livestock or your own machinery or plant
- insufficiency or insuitability of packing or preparation
- terrorism
- the excess - please refer to your policy schedule

Conditions

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

Territorial Limits

Cover will be restricted to Defined Territories as specified in the policy documentation.

Specified All Risks

Key Features and Benefits

The cover provides for accidental loss or destruction of or damage to specified items within the Territorial Limits of the UK, EU or Defined Territories as specified in the policy documentation.

The maximum amount payable for any one claim is:

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

Significant Exclusions or Limitations

- loss due to any person obtaining any property by deception
- frost, wear and tear, gradual deterioration, inherent defect
- rot, mildew, rust, corrosion, insects, woodworm, vermin
- dyeing, cleaning, repair, renovation, marring or scratching
- electronic, electrical or mechanical breakdown, failure or derangement
- faulty manipulation, design, plan, specification or materials
- pollution or contamination
- consequential loss or market depreciation
- loss or damage outside of the territorial limits - see your policy schedule
- terrorism
- the excess - please refer to your policy schedule

- Intruder Alarm Conditions
  If your premises are protected by an Intruder Alarm Installation certain important conditions relating to the operation of such system will apply.
- Vehicle security protections must be maintained in working order and set or secured when the vehicle is unattended.

Computer

Key Features and Benefits

This cover provides for:

Computer Equipment – Cover One

All Risks cover including residual breakdown to:

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

Computer Media – Cover Two

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

- Territorial Limits; Worldwide.

Additional Expenditure – Cover Three

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

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

Standard cover includes the following:

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

Significant Exclusions or Limitations

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

Conditions

You must

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

Intruder Alarm Condition

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

Territorial Limits

Cover will be restricted to Defined Territories as specified in the policy documentation.

Public and Products Liability

Key Features and Benefits

Limit of Indemnity - as selected by you. The amount relates to:

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

Territorial Limits

- anywhere in the world in connection with the business conducted by you from premises within Defined Territories as specified in the policy documentation.

Legal and other Costs and Expenses

Cover is provided for the above in connection with the defence of any valid claim, including your representation at any coroner's inquest, fatal accident enquiry or certain criminal proceedings. In respect of claims made within North America, the Limit of Indemnity shall be inclusive of all costs and expenses.

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

Significant Exclusions or Limitations

- injury to any employee
- loss of or damage to property belonging to you or in your charge or control except premises occupied by you for temporary work
- liability for loss or damage to goods sold, supplied, delivered, installed or erected or the cost of recalling or refunding a defective product or replacing, repairing or reinstating faulty work
- liability arising out of ownership, possession or use of any mechanically propelled vehicle or attached trailer where motor insurance is required by law or any aircraft or water craft other than hand-propelled or sailing craft or those used for business entertainment purposes in inland waters
- liability arising out of error or omission in any advice, design, formula, specification, inspection, certification or testing performed for a fee
- in respect of injury, loss or damage arising from products:
  - liability which attaches solely under the terms of an agreement
  - installed or incorporated in aircraft or spacecraft
- 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 or any other country specified in the policy documentation
  - 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 occurring outside of the UK caused by or arising from asbestos or material or products containing asbestos or any nuclear weapon or weapons material
- liability occurring outside of the UK in respect of injury caused by or arising from fungus, mould or mildew or silica particles, dust or compounds
- liability compulsorily insurable under employers' liability workers' compensation or similar legislation
- or any sums which you shall be called upon to pay for any workers' compensation, unemployment compensation or disability benefits
- liability arising from war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by government or public authority

- **Terrorism Cover**
  Cover for acts of Terrorism is restricted to acts within the UK and limited to £5M or the amount stated in the policy schedule which ever is the lower.

- **The Excess**
  Please refer to your policy schedule

Employers Liability

Significant Features and Benefits

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

Territorial Limits

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

Legal and other Costs and Expenses

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

Health and Safety at Work - Legal Defence Costs

Covers legal defence costs arising out of the Health & Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

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

Significant Exclusions or Limitations

- Injury of employees whilst carried in or upon a vehicle
- Work on an offshore installation or travelling to or from
- Outside of the UK
  - acts of terrorism
  - war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power.

Directors & Officers Liability Insurance (UK cover only)

Significant Features and Benefits

- **Directors & Officers Liability**

  Cover against legal defence costs and expenses and settlements or damages awarded against insured persons for which they are personally liable for an actual or alleged Wrongful Act:
  - breach of duty or trust
  - neglect, error or omission
  - misrepresentation, misstatement or misleading statement
  - libel, slander, defamation
  - breach of contract
  - breach of warranty of authority.

  Wrongful Act also includes
  - any violation of the Companies Act 2006
  - shareholders derivative actions
  - employment practice related acts
  - any violation of the Bribery Act 2010
  - any other matter claimed against an insured person whilst in their capacity as an insured person.

  Insured Person includes
  - past, present and future individuals (executive and non-executive), shadow directors (on an outward basis), de facto directors, outside directors, prospective directors from a listing and compliance committee members
  - all approved persons who perform controlled functions as specified by the Prudential Regulation Authority and/or Financial Conduct Authority and includes cover for the equivalent position in any other jurisdiction
  - employees in a managerial or supervisory capacity
  - an employee where named as a defendant in connection with an employment practice dispute or co-defendant to any action
  - automatically extends to include spouses/civil partners, heirs, estates and legal representatives of deceased directors and officers where they are pursued as part of a claim against an insured person.
- **Company Reimbursement Cover**

  Cover to provide for the reimbursement of the company for claims paid on behalf of its directors and officers where it has indemnified or agreed to indemnify the individual director or officer concerned.
- **Non Executive Directors Cover**

  Cover is provided for non executive directors where the Limit of Liability is exhausted and indemnity is not available from the company or any other source.

  An additional Limit of Liability applies per director but there is no overall restriction with regard to the number of individuals involved.
- **Investigation Additional Cover**

  Costs and legal expenses of individuals in connection with the preparation for or attendance at official and professional investigations into their actions or those of the company are automatically covered up to the Limit of Liability.

  Additional cover is provided which will operate prior to the actual identification of a wrongful act, and from when the attendance of an insured person is first required to attend or becomes aware of such investigation.

Significant Exclusions or Limitations

- **Claims Made**

  Cover is provided on a claims made basis, meaning that the insurance only covers claims first made and circumstances first notified to us during the period of insurance or any discovery period (if applicable).
- **Limit of Liability**

  The limit is an aggregate limit for the period of insurance and is inclusive of all financial losses, defence and investigation costs.

  Non Executive Directors Cover is a separate aggregate amount of £250,000 and applies in addition to the Limit of Liability.

  Sub limits apply to:
  - Reputational Crisis Costs - £5,000 any one circumstance/person and £50,000 in the aggregate in the period of insurance
  - Emergency Defence Costs - limit 10% of the Limit of Liability
  - Foreign Corrupt Practices Act - limit £1,000,000
  - Entity Cover Extension – limit £500,000 or 50% of the Section Limit of Liability whichever is the lower in the aggregate in the period of insurance.

  Sub limits are part of and not payable in addition to the Limit of Liability, and are subject to the overall Limit of Liability.

Exclusions
- Proven fraud, dishonesty, illegal profit or remuneration where established by final judgement or adjudication or admission by an insured.
- Prior claims or circumstances where known or aware of at the inception date of cover or where notified under a prior cover.
- Litigation or arbitration proceedings initiated or pending at the Prior/Pending Litigation date.
- Pension Trustee; cover will not apply for any individual acting in the capacity of trustee of any trust fund, pension scheme, employee benefit scheme or similar scheme.
- Bodily injury or property damage; this exclusion does not apply in respect of Employment Practice liability or corporate manslaughter proceedings.
- Insured versus Insured actions brought or maintained in the USA, except as specifically provided for under the Acknowledged Insured vs Insured Cover.
- Offering of Securities, excluded other than in respect of any public or private debt offering.
- Cover generally excludes:
  - criminal fines and criminal penalties
  - remuneration or employment related benefits
  - a direction or contribution notice by the Pensions Regulator
  - taxes except where the personal liability of a director for non-payment of corporate taxes is established by law and indemnity by the company is not available
  - amounts uninsurable under the law applicable except punitive or exemplary amounts or the multiplied portion of multiple damages
  - punitive or exemplary damages for an Employment Practice Wrongful Act.

Directors & Officers Liability Insurance (UK cover only)

Significant Features and Benefits	Significant Exclusions or Limitations
In addition, we will pay the costs of an internal investigation following the self reporting of any actual or potential regulatory issues to any governmental, regulatory or judicial agency.	Deductible
• Health & Safety & Corporate Manslaughter Covers defence costs and legal representation expenses should the insured find themselves subject to proceedings for an offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or for a breach of the Health & Safety at work Act 1974, including cover arising under equivalent legislation in another jurisdiction.	• A deductible will not apply to any claim made under the Directors & Officers Cover or Company Reimbursement Cover (outside of USA jurisdiction) unless specified otherwise in your policy schedule. In respect of any claim brought within the jurisdiction of the USA, a deductible of £5,000 will apply to Company Reimbursement Cover unless specified otherwise in your policy schedule.
• Employment Practice Wrongful Act Covers claims made against any insured person in respect of employment disputes such as those involving: - unfair and wrongful dismissal - harassment - discrimination and retaliation - failure to employ or promote - violations of the Employment Rights Act 1996. relating to the past, present or future employment of an individual, other than to the extent that the insured person is indemnified by the company.	
• Extradition Proceedings Should an insured person find themselves subject to proceedings following a request for deportation, extradition or arrest warrant, cover is provided for the costs and expenses incurred including the costs and expenses associated in bringing an appeal to overturn such a case.	
• Emergency Defence Costs Where it has not been practicable to obtain our prior consent, cover extends to include an amount in respect of advance defence costs, fees and legal expenses reasonably incurred.	• A sub limit of 10% of the Limit of Liability applies to the extension.
• Bail & Civil Bonds Where you are required by a court to pay bail (or an equivalent in another jurisdiction), cover is provided for such costs of the Bond without any sub limit. These costs will not include the collateral cost of the Bonds.	
• Outside Entity Provides blanket protection for any external directorships held by insured persons at the specific request of the company. An outside entity is not subject to any minimum ownership threshold, and will include any entity (including a not for profit entity) that is not a subsidiary or financial institution or have any of its securities listed in the United States of America.	
• Automatic Acquisition Cover Cover will automatically extend to include any new subsidiary company acquired or created during the period of insurance. Cover will be subject to the payment of an additional premium, and any terms and conditions that we require.	• Total assets must not exceed 50% of your total assets. • Subsidiary securities must not be listed on any exchange. • Excludes Financial Institutions.
• Management Buy-Out Upon your request we will provide a free 45 day continuation of cover for the relevant directors and officers should a subsidiary be involved in a management buy-out, for wrongful acts committed by an insured person subsequent to the buy-out.	

Directors & Officers Liability Insurance (UK cover only)

Significant Features and Benefits	Significant Exclusions or Limitations
• **Discovery Period** In the event that cover is not renewed or replaced, cover automatically extends to allow a 30 day period for claims to be made, free of charge, with the option to extend this period for up to a year at an additional premium. We can also provide a period of up to a further six years upon request, and at our discretion, in the event of a change of control.	
• **Retired Director or Officer Cover** Provides lifetime cover for retired individuals (except where disqualified from holding office), or those who have left the company voluntarily, in the event of their not having protection via any ongoing insurance. Cover includes costs in respect of any investigation or self reporting investigation.	
• **Reputational Crisis Costs** Costs incurred in seeking the services of a crisis management firm or public relations consultant in order to mitigate the adverse effect on an insured's reputation as a result of a claim, circumstance or extradition proceeding. We have an agreement with a panel of professional advisers to provide assistance in the event of a reputational crisis. Alternatively, you may use a service provider of your choice as required.	• A sub-limit of £5,000 any one circumstance/person and £50,000 in the aggregate in the period of insurance applies to this extension. • If you do not wish to use our panel adviser, you must obtain our prior written consent to use the service provider chosen.
• **Corporate Tax Liability** Provides cover for any personal liability of a director or officer that may arise from the non payment of corporate taxes due to insolvency of the company and where indemnification is not otherwise available.	
• **Bodily Injury / Property Damage Cover** Cover for defence costs up to the Limit of Liability should an individual be faced with an allegation involving bodily injury or property damage and the company not provide them with indemnification.	
• **Whistle blowing Legislation** Cover includes protection for whistleblower incidents such as those falling under the Public Interest Disclosure Act 1998.	
• **Bribery Act 2010 & Foreign Corrupt Practices Act** Provides cover for civil fines and penalties imposed in relation to the Bribery Act 2010, the Foreign Corrupt Practices Act or similar legislation.	• A sub-limit of £1,000,000 applies in respect of the Foreign Corrupt Practices Act.
• **Pollution Cover** Cover for pollution is provided up to the Limit of Liability where indemnity is not available from the company. Cover is also provided for shareholder derivative actions.	
• **Acknowledged Insured vs Insured Claims** Broad cover is provided as there is no exclusion in respect of one insured person making a claim against another insured person provided the claim is brought outside of the USA.	• For claims brought within the USA cover is provided for defence costs up to the Limit of Liability for: - Employment Practice claims - Claims brought by liquidators or receivers - Contribution or indemnity matters resulting from other claims - Shareholder derivative actions - Claims brought by former directors or officers - Whistleblower situations.

Directors & Officers Liability Insurance (UK cover only)

Significant Features and Benefits

- **Disqualification Proceedings**
  Cover includes costs and expenses incurred should an insured person need to bring legal proceedings to obtain the discharge or revocation an order disqualifying them from holding office as a company director in connection with a valid claim.
- **Offering of Securities**
  Cover is automatically provided in the event that funds are raised in respect of any public or private debt offering anywhere in the world.
- **Entity Cover Extension**
  This extension provides cover to specifically protect the company as opposed to its directors and officers, and enables liability claims to be brought directly against the company and for cover to respond on behalf of the company. Cover includes:
  - Legal defence costs and expenses and settlements or damages awarded against the company for an actual or alleged Wrongful Act
  - Investigation Costs in respect of an Investigation under the Health and Safety at Work Act 1974 or the Corporate Manslaughter and Corporate Homicide Act 2007.
- **Claims Notifications**
  Claims are not subject to restrictive 'condition precedent' reporting conditions. An extended notification period to report claims is provided up to 90 days after expiry of the period of insurance.
- **Allocation**
  To facilitate a quicker resolution of any allocation dispute that may arise regarding covered and non covered matters or parties, we commit to using our best efforts to agree a fair and proper allocation as to the proportion payable.
- **Priority of Payment of Claims**
  Condition that clearly states the order in which payment will be made and reflect the reality of claims payment situations. Allowance is made for the complexities which can occur in terms of when monies are actually due to the various parties involved but also allow adequate flexibility.

Significant Exclusions or Limitations

- Entity cover is subject to a sub-limit of £500,000 or 50% of the Section Limit of Liability whichever is the lower, and a deductible of £5,000 each claim applies unless successfully defended.
  This extension is subject to the cover general exclusions and conditions, and in addition excludes:
  - Employment Practice liability
  - liability relating to competition, restraint of trade, or deceptive acts and practices in trade and commerce
  - private placement or public offering of any securities
  - performance or failure to perform professional services
  - infringement of copyright, patent, trade marks, service marks, trade secrets, title or other proprietary or licensing rights or intellectual property of any product or services
  - contractual liability except in respect of defence costs
  - pollution other than in respect of shareholders derivative actions
  - any trust fund, pension scheme, profit-sharing scheme or employee benefit scheme
  - claims brought or maintained by or on behalf of the company
  - bodily injury and property damage except in respect of Investigation Costs
  - efficiency or performance of any products or services except in respect of Investigation Costs.

Directors & Officers Liability Insurance (UK cover only)

Significant Features and Benefits

- Severability
  Full severability is provided for you benefit. For the purposes of determining the availability of cover or applicability of any exclusion, the conduct of an insured person, or the knowledge possessed by an insured person shall not be imputed to any other insured person.
- Non-Avoidance
  Condition waiving our rights to avoid the cover in the event of innocent non-disclosure. This ensures that cover cannot be withdrawn from innocent individuals under any circumstances. In the event of any fraudulent misrepresentation or non disclosure, cover can only be restricted for culpable, specific, individuals.
- Termination/Cancellation
  Cover is non-rescindable by us (other than in respect of non payment of premium).
- Subrogation
  Restricts our rights of subrogation against an individual insured unless the claim involves a deliberate criminal act or illegal profit or advantage.
- Assignment
  In order to safeguard the individual insured's interests, cover cannot be assigned for the benefit of any other party without our prior agreement.

Significant Exclusions or Limitations

Fidelity Insurance (UK cover only)

Significant Features and Benefits

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

Employee definition includes temporary agency staff

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

Discovery Period 24 Months

Significant Exclusions or Limitations

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

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

Territorial Limits
Cover will be restricted to Defined Territories as specified in the policy documentation.

Personal Accident

Significant Features and Benefits	Significant Exclusions or Limitations
The policy selected can provide compensation for accidental bodily injury that results in:	The policy does not cover injury arising from:
• Death	• Suicide or self injury
• Permanent Total Disablement	• Drugs or Alcoholism
• Loss of Limb	• Participation in off-piste winter sports
• Loss of Hearing	• Sickness or disease
• Loss of Sight	• Radioactive contamination
• Loss of Internal Organ	• Service in the armed forces
• Loss of Speech	• Flying as a member of the aircraft crew
• Temporary Total Disablement	• War within Europe in which any of the major powers are involved, or UN enforcement action
• Temporary Partial Disablement	
Extensions of cover:	
• Rehabilitation and Retraining Expenses	Up to £10,000 to pay for rehabilitation and retraining costs in the event of an Insured Person suffering Permanent Total Disablement
• Visitors Benefit	£2,500 per visitor if they sustain accidental bodily injury whilst on your premises up to a maximum of £10,000 any one claim
• Hospitalisation Benefit	£50 per day if hospitalisation and/or convalescence occurs as a result of accidental bodily injury up to a maximum of £4,000
• Training Placements Benefit	Covers work experience placement trainees under government funded training programmes – Limit of £25,000 per person
• Age Enhancement Benefit	Extends to cover Insured Persons between 75 and 80 years of age for a benefit of £2,500
• Assault Injury Enhanced Benefit	An additional 10% of the benefits covered if an Insured Person sustains accidental bodily injury as a result of an assault up to a maximum amount of £25,000
• Temporary Replacement Staff Cost	An additional £5,000, following payment of the death benefit, towards reasonable additional costs incurred in conducting the business
• First Aid Expenses	Up to: - 15% of the capital sum benefit covered - 30% of the weekly benefit covered Maximum benefit payable £15,000 any one insured person
• Employee Assistance Helpline	Free service operating 24 hours a day, 365 days a year
• Medical Helpline	Free service operating 24 hours a day, 365 days a year
	Cover for contamination by Terrorism is not included unless a specific amount is shown under Contamination by Terrorism Accumulation Limit in the Schedule

Business Travel

Significant Features and Benefits	Significant Exclusions or Limitations
Medical Expenses Provides indemnity for medical expenses incurred whilst on an insured journey outside of the UK. This includes, where necessary, repatriation of an Insured Person or bringing an Insured Person's remains back to the UK. • Medical and emergency travel expenses up to £10,000,000 • Continued medical expenses necessarily incurred, and not otherwise available from the NHS in the UK for up 6 months to a maximum benefit amount of £20,000 • Emergency Medical Assistance Service – Free service operating 24 hours a day, 365 days a year **Emergency Travel Expenses** • Additional costs incurred following death, injury or illness for: • Travel and accommodation of 2 relatives or friends (if required on medical advice) • Funeral expenses outside the UK • Transportation costs of the body or ashes and personal effects back to the UK • Travel expenses to attend a funeral or in the event of critical illness of a immediate member of the family (if unforeseeable at the time of the trip) **Extensions of cover:** • Overseas Hospitalisation	**The policy does not cover injury or illness arising from:** • Any travel against the advice of a medical practitioner • Any trip where the purpose is to receive medical treatment or advice • Childbirth/pregnancy in the last month prior to the expected date of confinement • Any trip where the purpose is to receive cosmetic treatment • Medication costs known or required prior to travelling • The Emergency Medical Assistance Service must be consulted prior to incurring any costs • £50 per each complete 24 hour period of hospitalisation or convalescence occurring as a result of accidental bodily injury or illness up to a maximum of £1,000
Replacement Personnel Expenses • Up to £10,000	**Provided:** • You do not incur unnecessary costs • The replacement personnel are a business necessity • Losses must be notified to the appropriate authorities as soon as possible, and in any event within 48 hours of discovery, and a written report obtained
Baggage & Money **Baggage** • Loss, theft or damage to an Insured Person's personal effects. • Up to £10,000 **Money** • Loss or theft of money and items with a monetary value, i.e. tickets • Up to £5,000	**The policy does not cover:** • Loss of monetary value due to depreciation • Loss/damage to, or theft of deeds, securities or manuscripts • Baggage stolen or lost from an unattended vehicle unless in a locked boot/concealed in a locked vehicle • Money stolen or lost from an unattended vehicle

Business Travel

Significant Features and Benefits	Significant Exclusions or Limitations
Baggage & Money (continued) • Pre-journey and post journey money cover. The money limit is extended to 72 hours prior to and after travelling **Pre-journey loss of passport** • If the passport or visa is stolen and reported to the Police within 7 days of travelling, we will cover any necessary incurred costs up to £250 to procure a replacement **Loss of passport during a journey** • If the passport or visa is stolen whilst travelling, we will cover any necessary incurred costs up to £1,000 to procure a replacement **Temporary deprivation of baggage** • In the event baggage is temporarily deprived for over 4 hours, we will cover any necessarily incurred emergency essential purchases up to £1,000 **Fraudulent use of credit cards** • If credit/charge/debit/bankers cards are lost or stolen and fraudulently used, will cover up to £1,000.	• Computer equipment, unless declared to and accepted by the Insurer • Loss or damage caused by delay, detention or confiscation by any government or public authority • Any claim payment under this extension from any claim for lost baggage • As long as the card issuers terms have been complied with and the Insured is obliged to reimburse the Insured Person at the time of loss
Cancellation/Curtailment • Covers the costs relating to the necessary cancellation or curtailment of an insured trip due to any cause outside their control up to £10,000	**The policy does not cover:** • Disinclination to travel • Travelling or planning to travel against the advice of a registered medical practitioner • Childbirth/pregnancy in the last month prior to the expected date of delivery • Cancellation or rescheduling of the intended purpose of the trip • Redundancy or termination of employment • Financial circumstances of the Insured or Insured Person • Default of any provider of transport or accommodation
Delayed Departure • Cover for the delay in departure of the aircraft, ship or train. £30 after the first 4 hours delay, with £30 for each subsequent hour of delay up to £750.	• Travellers must check-in no later than the latest published check-in time • Travellers must accept alternative means of travel • Travellers must obtain written confirmation of the delay, and the reason for it, from the travel provider

Business Travel

Significant Features and Benefits	Significant Exclusions or Limitations
Delayed Departure (continued)	The policy does not cover: • Strike or industrial action • Financial failure of the travel agent/travel accommodation provider
Missed International Connection/Missed Departure • Reasonable travel, accommodation and refreshment expenses for missed departure of the aircraft, ship or train up to £500.	• The transfer time must have been sufficient to allow reasonable expectation of checking-in at least 45 minutes prior to the latest permitted time • The traveller must obtain written confirmation of the delay, and reason for it, from the travel provider • Travellers must accept alternative means of travel The policy does not cover: • Strike or industrial action • Financial failure of the travel agent/travel accommodation provider • Any claim covered under Delayed Departure
Hijack & Kidnap • Compensatory benefit of £300 for each complete 24 hours, up to a maximum of £15,000 in the event of an Insured Person being involved in a hijack or kidnap	The policy does not cover: • Where the country travelled to, or via, is in a state of war • Ransom money
Personal Liability • Covers against costs and damages associated with having caused death or injury to a third party or damage to their property. • Up to £2,000,000 any one claim	The policy does not cover: • Bodily injury to employees' immediate family • Any act/duty in connection with the Insured's business or profession Injury/damage/loss arising out of ownership or use of: - land or buildings - mechanically propelled or towed vehicles - aircraft, hovercraft or watercraft - animal (of a species defined as dangerous in the Animals Act or Dangerous Dogs Act) • Malicious or unlawful act • Liability covered under any other insurance • Loss/damage occurring in any country outside the UK in which the Insured Person owns premises or is resident/domiciled • Fines, penalties, liquidated damages, punitive, exemplary or aggravated damages

Business Travel

Significant Features and Benefits

Legal Expenses

- Cover for legal costs incurred to pursue a negligent third party for damages following an event that causes death or bodily injury to an Insured Person

- Up to £50,000 any one claim

Significant Exclusions or Limitations

- Any amount of money that the Insured Person agrees to or has to pay any legal representative out of any compensation or damages that the Insured Person receives

- Claims relating to medical treatment

- Claims relating to an Insured Person driving any motor vehicle

- The Insured Person must make the claim within six months of the date of the event which gave rise to the Insured Person's death or bodily injury

- At any time before the Insurer agrees that legal proceedings need to be issued, we will choose the legal representative. You can only choose the legal representative if we agree that legal proceedings need to be issued or if a conflict of interest arises that means the Insurers' chosen legal representative cannot act for the Insured Person

Business Travel

Exclusions applying to all Business Travel sections

The policy does not cover injury arising from:

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

Limitations applying across all sections

Age limit

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

Accumulation Limits

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

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

Commercial Legal Expenses (UK cover only)

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

Significant Features and Benefits	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. • We will also cover Basic and Compensatory awards made against you or through a negotiated settlement with our agreement.	• The first £500 of any one claim. • Any dispute regarding an Event which happens within the first three months of the date this section starts. • Claims where you have not sought and followed the advice of the Lawphone Legal Helpline before making any changes to an Employees contract of employment or taking any disciplinary action against an Employee. • Any dispute with an Employee that you have given a verbal or written warning to in the six months leading up to the date this policy starts. • Any dispute arising under the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive. • Any dispute arising from any industrial dispute, industrial or labour arbitration or collective bargaining agreements.

2 Taxation proceedings
• Cover up to £100,000 for any one claim in respect of your legal costs in an appeal against any terms and conditions put on you by HM Revenue and Customs after finishing a Full Enquiry into your most recent business accounts or returns for the following:
  • PAYE tax arrangements
  • Business tax arrangements
  • VAT arrangements
	• The first £500 of any one claim.
	• Any costs to do with the normal reconciliation of your annual accounts and VAT returns.
	• Taxation proceedings which arise out of deliberate or reckless or careless misstatements by the insured in returns or submissions made to the relevant authorities.
	• Taxation proceedings which arise out of a failure to observe statutory time limits or requirements.
	• The defence of any criminal prosecution
	• Any appeal following an Investigation by the Special Compliance Office of HM Revenue and Customs or the Special Investigations Section of HM Revenue and Customs.
	• Any Aspect enquiry by HM Revenue and Customs
	• Any IR35 by HM Revenue and Customs.

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 first £100 of any one claim.
	• The defence of a prosecution relating to:
	  • Taxation proceedings;
	  • Allegations of fraud, theft or violence;
	  • The ownership, possession or use of motor vehicles, aircraft, watercraft, trailers or caravans.
	  • Pollution.

4 Damage to Premises • Cover up to £100,000 for any one claim in respect of your legal costs if legal action is taken in a dispute relating to: Physical damage caused to your business premises resulting in proven financial loss to you.	• The first £100 of any one claim. • Disputes relating to mining or other subsidence or heave. • Disputes relating to rent or service charges, tax, planning or buildings regulations or decisions. • Disputes arising out of a contract you have with another person or organisation. • Disputes relating to owning, possessing, hiring or using aircraft, watercraft, motor vehicles, trailers or caravans.

Commercial Legal Expenses (UK cover only)

Significant Features and Benefits	Significant Exclusions or Limitations

5 Data Protection
• Cover up to £100,000 for any one claim in respect of your legal costs to:
  • Defend you in a dispute relating to the Data Protection Act 1998.
  • Appeal against a refusal of an application for registration or alteration of your registered particulars.
  • Appeal against an Enforcement, De-registration or Transfer Prohibition Notice.
  • Pay compensation awards against you relating to the holding, loss or unauthorised disclosure of data under Data Protection legislation.
	• The first £100 of any one claim.
	• Any prosecution where you are accused of fraud or theft.
	• Any dispute relating to your failure to register as a Data Controller.
	• Any dispute relating to your failure to comply with legislation concerning the processing of Sensitive Personal Data.

6 Commercial Tenancy Agreement • Cover up to £100,000 to pursue your legal rights in a dispute relating to Property that your business occupies.	• The first £100 of any one claim. • Any disputes over rent or service charges. • Any dispute relating to the renewal of a lease or tenancy agreements.
7 Licence Protection • Cover up to £100,000 any one claim for defending the withdrawal, restriction or suspension of your business licence.	• The first £500 of any one claim. • Hearings arising out of any commercial decision made by you. • The first application for, or standard renewal of, the licence. • Anything to do with drug offences, under age drinking or sexual indecency.
8 Personal Injury • Cover up to £100,000 any one claim for taking legal action against another person who causes your death or bodily injury whilst you are engaged in your business.	• Personal injury disputes between you and any employee(s).
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.	• Limit of £100 per day applies.

10 Contract
• Cover up to £50,000 for any one claim to enable you to take legal action or defend yourself in a dispute with a manufacturer or supplier or customer in respect of a contract for the sale, purchase, hire, service, supply or repair of goods or the supply or purchase of a service. Provided that:
  a the goods or services in question are supplied in connection with your Business; and
  b the amount in dispute is more than £5,000, other than a dispute where you are pursuing a claim in respect of the construction alteration or repair of any building, or part of that building, or structure when the amount in dispute must be more than £25,000.
	• The first £500 in respect of any one claim
	• any dispute which occurs within the first three months of the start of the first Period of Insurance. This will not apply if you had cover which is equivalent to that provided under this Section under another legal expenses policy up to the start of the first Period of Insurance.
	• the recovery of money and interest due from another party other than a dispute where the other party has indicated an intention to defend the claim and that party has a realistic chance of defending the claim.
	• any dispute where a claim is brought against you caused by or arising from the provision of goods or services relating to the construction, alteration or repair of any building, or part of that building, or structure.
	• any dispute relating to computer hardware, software, systems or services.
	• any dispute relating to a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

Commercial Legal Expenses Section (UK cover only)

Significant Features and Benefits

Additional Benefits applicable to all policyholders.

Lawphone

- Access to Lawphone to give advice, 24 hours a day, 365 days a year, on any business legal matter. We may record the calls to protect you.

Allianz Legal Online

- Access to Allianz Legal Online which provides business support to help you produce legal paperwork in connection with your business.

Significant Exclusions or Limitations

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

- Advice is only available over the telephone.

- This service is only available on the internet.

Section Limit

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

Section Exclusions

- Legal Expenses incurred without the insurers written consent.
- Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance incurred before the Insurers written Consent and acceptance of a Claim.
- Claims which do not arise from or relate to the Business, other than Jury Service Allowance.
- Claims by the Insured Person in respect of any event occurring prior to or existing at inception or on or after renewal of this Section which they knew, or ought reasonably to have known about.
- Claims the Insured fail to notify to the Insurer within 6 months of the first occurrence that gives rise to the claim.
- Claims arising out of a deliberate or reckless act by the Insured Person or where they have failed to take reasonable steps to avoid, prevent or limit a loss.
- Any Claim where in the insurers opinion there are no Reasonable Prospects of a Satisfactory Outcome.
- Fines or other penalties imposed by a court, tribunal or regulator.
- Any Claim arising from or relating to an application for judicial review or other challenge to any legislation or proposed legislation.
- Any VAT attaching to Legal Expenses incurred with the Insurer's consent which is recoverable by the Insured Person from elsewhere.

Territorial Limits

Cover will be restricted to Defined Territories as specified in the policy documentation.

Additional Information

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 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.

Notifying a Claim

(not applicable to Commercial Legal Expenses Section claims)

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

- You should notify your insurance adviser (or alternatively you can contact us at one of our claims handling offices):
  - promptly, if an incident occurs that may lead to you making a claim
  - immediately, in the event of a serious accident, loss or damage
  - please provide your policy number and as much information as possible about the claim

For international claims:
International claims will be handled by the relevant local Allianz office and should be notified as detailed in your local policy documentation. Claims will be settled with your local company in accordance with local tax regulations, with claims payments made in the local currency.

Allianz Claims Handling Office Telephone Numbers (UK claims only)

For Property Damage claims
Tel: 0344 412 9988

For Liability and Accident claims
Tel: 0344 893 9500

For Engineering claims
Tel: 01483 265 825

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

Outside our normal opening hours contract us on our 24-hour claim notification line –
Tel: 0345 604 9824

For Medical Emergency whilst overseas –
Tel: +44 (0) 208 763 4810

Allianz addresses for claims correspondence (UK claims only)

For all claims, other than Engineering claims:
Claims Division
Allianz Insurance plc
PO Box 10509
51 Saffron Road
Wigston
LE189FP

For Engineering claims:
Claims Department
Allianz Engineering
Haslemere Road
Liphook
GU30 7UN

Commercial Legal Expenses Claims (UK claims only)

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

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

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

Additional Information continued

Cancellation Rights

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.

How do I make a complaint?

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

Alternatively:
Phone: 01483 552438
Email: acccsm@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: www.financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online.

If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit https://ec.europa.eu/odr to access the Online Dispute Resolution Service. Please quote our e-mail address: acccsm@allianz.co.uk

Alternatively, you can contact the Financial Ombudsman Service directly.

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

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

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

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

Policy Limits

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

Law Applicable, Jurisdiction & Policy Language

Unless agreed otherwise we will apply English Law. The language of the policy and all communications with you will be in English. In the event of any dispute under this policy, the exclusive jurisdiction of the courts of England & Wales shall apply and any arbitration shall be held in London.

Terrorism Cover

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

Currency

The premium, tax or similar charges payable under this policy and all claim payments, shall be paid or payable in the UK in GBP Sterling (£). For local policies issued as part of an international insurance programme, policy premiums are to be paid locally to the relevant Allianz office in the local currency.

Insurance Tax and Charges

Allianz Insurance plc will only collect and remit insurance premium taxes in respect of the United Kingdom. The Insured will be responsible for payment of all other applicable insurance premium taxes and parafiscal charges in respect of local policies issued as part of an international insurance programme.

We shall not be liable for the payment of any tax or similar charge where you are obliged to pay such tax or charge directly to the authorities.

Employers Liability Tracing Office (ELTO)

Allianz Insurance plc is a member of ELTO, a UK based independent industry body whose aim is to assist claimants finding the insurer of their former employer when seeking to claim compensation for a disease/injury caused at work. The information will be stored on a central database which can be searched by the public.

If you have selected Employers Liability insurance for any of your UK registered and based companies, in addition to the name and address of each employer it is also necessary for you to supply your Employers Reference Number (ERN). It is a unique set of letters and numbers used to identify a firm. It is often referred to as an employer PAYE reference. In a minority of cases a business may be ERN exempt e.g. where the employer pays all their employees below the PAYE current threshold. For more information on ERNs and the supply of data to ELTO please visit http://www.allianz.co.uk/commercial/elto.htm

Please note that it is not necessary to provide ERN information for insured companies registered and based outside of the UK.

allianz.co.uk

Allianz Insurance plc.
Registered in England number 84638
Registered office: 57 Ladymead, Guildford,
Surrey GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Register number 121849.

ACOM3735_5 12.21