



International Commercial Select policy overview



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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.

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

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. Your insurance adviser will be pleased to explain the policy cover in more detail.

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

What is Freedom of Service?

Through the application of a Freedom of Service (FOS) license via Allianz Global Corporate Speciality SE, we can offer insurance coverage on a Single European policy within the European Union (EU) and the European Economic Area (EEA)

Covers available

Property Damage All Risks and 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.

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

Property Damage All Risks and Property Damage Events (continued)

Significant Features and Benefits

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.

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.

Significant Exclusions or Limitations (variable upon cover options)

- 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
- 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

Property Damage All Risks and Property Damage Events (continued)

Significant Features and Benefits

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)

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.

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

Business Interruption and Book Debts (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
• 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

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:

а	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
е	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

Significant 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.

Public and Products Liability

Significant 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

Public and Products Liability (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
	 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.

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

activities and results in criminal proceedings being

brought against you.

Commercial Legal Expenses (UK cover only) (continued)

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 • The first £500 of any one claim. Any dispute regarding an Event which happens within • Cover up to £100,000 for any one claim in respect the first three months of the date this section starts. of your legal costs to defend your legal rights in a Claims where you have not sought and followed the dispute in an Employment Tribunal with a previous, advice of the Lawphone Legal Helpline before making present or prospective Employee and which arises any changes to an Employees contract of employment out of or relates to a contract of employment or a or taking any disciplinary action against an Employee. breach of employment or discrimination legislation. Any dispute with an Employee that you have given a We will also cover Basic and Compensatory verbal or written warning to in the six months leading awards made against you or through a negotiated up to the date this policy starts. settlement with our agreement. 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 • The first £500 of any one claim. Cover up to £100,000 for any one claim in respect of Any costs to do with the normal reconciliation of your your legal costs in an appeal against any terms and annual accounts and VAT returns. conditions put on you by HM Revenue and Customs Taxation proceedings which arise out of deliberate or after finishing a Full Enquiry into your most recent reckless or careless misstatements by the insured in returns or submissions made to the relevant authorities. business accounts or returns for the following: Taxation proceedings which arise out of a failure to observe statutory time limits or requirements. • PAYE tax arrangements The defence of any criminal prosecution Business tax arrangements VAT arrangements Any appeal following an Investigation by the Special Compliance Office of HM Revenue and Customs or the Special Investigations Section of HM Revenue and Any Aspect enquiry by HM Revenue and Customs Any IR35 by HM Revenue and Customs. 3 Criminal Prosecution Defence The first £100 of any one claim. Cover up to £100,000 for any one claim in respect The defence of a prosecution relating to: of your legal costs to defend your legal rights after Taxation proceedings; an event, which arises out of your normal business Allegations of fraud, theft or violence;

The ownership, possession or use of motor vehicles,

aircraft, watercraft, trailers or caravans.

· Pollution.

Commercial Legal Expenses (UK cover only) (continued)

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.

Si	gnificant Features and Benefits	Significant Exclusions or Limitations
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.	 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 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).

Commercial Legal Expenses (UK cover only) (continued)

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
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.
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. 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.
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.

Commercial Legal Expenses (UK cover only) (continued)

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

Additional Benefits applicable to all policyholders (continued)

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.

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:

- Great Britain, Northern Ireland, the Channel Islands and the Isle of Man in respect of Events 1, 2, 3, 4, 5, 6, 7, 9 and 10
- Any member country of the European Union, Iceland, Norway and Switzerland in respect of Event 8 only.

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 Telephone: 0344 412 9988

For Liability and Accident claims
Telephone: 0344 893 9500

For Engineering claims
Telephone: 01483 265825

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

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

Telephone: 0345 604 9824

For Medical Emergency whilst overseas Telephone: +44 (0) 208 763 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 LE18 9FP

For Engineering claims:

Claims Department Allianz Engineering Haslemere Road Liphook GU30 7UN

Additional Information (continued)

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

Telephone: 0370 241 4140

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

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:

Telephone: **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: <u>financial-ombudsman.org.uk</u>
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 <u>ec.europa.eu/odr</u> 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 fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

Additional Information (continued)

Policy Limits

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

Law Applicable and Policy Language

Unless agreed otherwise by the Insurer:

a the language of the Policy and all communications relating to it will be English;

and,

b all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts. Unless agreed otherwise we will apply English Law.

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 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 elto.org.uk.

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