



Property Owners Select Tenant/Leaseholder cover overview



Chartered



[ALLIANZ.CO.UK](https://www.allianz.co.uk)

Introduction

What is this document?

This is a document which provides the tenant/leaseholder with a cover overview only and does not contain full terms and conditions of the contract of insurance. Some covers are optional and will only apply if the policyholder (also referred to in this document as 'the insured') has selected them. The Certificate details the covers selected. Full terms and conditions can be found in the policy documents which are provided to the policyholder.

What is Property Owners Select?

The Property Owners Select policy has been designed to specifically meet the needs of commercial property owners wishing to insure the assets, earnings and legal liabilities of their property.

The product design offers covers specifically required by property owners as selected by the policyholder.

The policy is underwritten by Allianz plc.

What is the policy duration?

This policy has a 12 month period of insurance (unless shown differently on the Certificate). The start and end dates of the cover are detailed on the Certificate.

What is the law applicable to the contract?

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.

How do I make a claim?

If you believe a claim needs to be made please contact the policyholder or the person who deals with your insurance.

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.

Introduction continued

How do I make a complaint?

If you have a complaint about anything other than the sale of the policy please contact us at:

Allianz Complaints Team
Allianz Insurance plc
57 Ladymead
Guildford
Surrey
GU1 1DB

Telephone number: **01483 552 438**

Email: **commercialcomplaints@allianz.co.uk**

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: **financial-ombudsman.org.uk**

Telephone number: **0800 023 4567** or **0300 123 9123**

Email: **complaint.info@financial-ombudsman.org.uk**

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

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

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we are unable to meet our liabilities.

Further information about compensation scheme arrangements is available at **fscs.org.uk**, by emailing **enquiries@fscs.org.uk** or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

Property Damage All Risks and Property Damage Events

(Optional Section of Cover)

Optional cover for loss or damage to the insured's buildings &/or contents. Cover is available on either an 'All Risks' basis where the damage or loss is covered unless it is specifically excluded or an 'Events' basis where the damage or loss is only covered if caused by a list of specified perils.

✓ Significant Features and Benefits

Day One Reinstatement – An automatic increase of 30% will be added to the Declared Value to allow for inflation during the period of insurance. The Declared Value is the cost of rebuilding or replacing the property on the first day of the period of insurance.

Automatic Reinstatement – Sums insured will not be reduced by the amount of any claim unless we advise the insured otherwise. This extension will be subject to payment of an additional premium in the event of a claim, and we may require the insured to implement risk reduction measures.

European Union & Public Authorities (and Undamaged Portions) – 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 the cost of architect's, surveyor's, managing agent's, legal and consulting engineer's professional fees incurred following a loss.

Index Linking – The sum insured will be adjusted to take into account inflation, and will be automatically increased at each renewal date.

✗ Significant Exclusions or Limitations

This Section does NOT cover:

- 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 the insured or any employee
- Damage due to pollution or contamination
- Property in transit

Property Damage All Risks and Property Damage Events continued

(Optional Section of Cover)

✔ Significant Features and Benefits

Capital Additions – Alterations, additions and improvements to existing premises up to £5M for premises occupied as offices, retail or for residential purposes, £2M for all other premises.

Newly Acquired Buildings – Newly acquired properties up to £5M for premises occupied as offices, retail or for residential purposes, £1M for unoccupied premises and £2M for all other premises.

Inadvertent Omission to insure – Provides cover for properties which have been inadvertently left uninsured up to £5M for premises occupied as offices, retail or for residential purposes, £1M for unoccupied premises and £2M for all other premises.

Theft Damage to Buildings – Cover for damage to occupied buildings by theft.

Leased and Rented Premises – Where a tenant or lessee or other occupier is obligated to maintain insurance on a building by virtue of the wording of a lease and inadvertently fails to do so, this extension indemnifies the property owner for such property. Cover is provided up to a limit of £2M for premises occupied as offices, retail or for residential purposes, up to £500,000 for unoccupied premises or those undergoing or awaiting refurbishment or redevelopment, and up to £1M for all other premises.

Residential Property – Rent and Alternative Accommodation –

The cost of providing alternative accommodation for residential portions of the premises, and 24 months loss of rent. Cover is provided up to 30% of the buildings declared value of the premises or portion of premises damaged.

✘ Significant Exclusions or Limitations

- Terrorism
- Cyber and Data Events
- Contagious and Infectious Disease
- The excess – please refer to the Certificate

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
 - 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

Property Damage All Risks and Property Damage Events continued

(Optional Section of Cover)

✔ Significant Features and Benefits

Removal of debris – Tenants – Cover extends to include irrecoverable costs in removing debris of tenant’s contents following damage up to an amount of £5,000.

Locks and Keys – The cost of replacing locks or keys following theft up to an amount of £5,000.

Landscaped grounds

Damage to landscaped grounds as a consequence of damage to the property insured.

Metered Supplies – Loss of water, gas, electricity or other supply charges up to an amount of £50,000.

Unauthorised use of Supplies – The unauthorised use of electricity, gas, water or other metered supplies is covered up to an amount of £50,000.

Trace and Access – Costs incurred in tracing the source of damage to water pipes and underground services belonging to the property up to an amount of £50,000.

Tree felling and lopping – The cost of felling or lopping trees which are an immediate threat to life or damage to the property up to an amount of £10,000.

Removal of wasps and bees nests – Cost of removing wasp nests or bees nests up to an amount of £500.

Contractors Interest – We agree to note the interest of any contractor or sub contractor subject to any contracts valued at £250,000 or above being advised to us prior to the commencement of work.

✘ Significant Exclusions or Limitations

Property Damage All Risks and Property Damage Events continued

(Optional Section of Cover)

✔ Significant Features and Benefits

Contract Works – Cover for Buildings and Contents of any permanent or temporary works undertaken as part of a Contract which the insured are responsible under the terms of the Contract up to an amount of £250,000 any one Contract

Loss Minimisation and Prevention Expenditure – Cover for costs and expenses incurred with our consent in preventing or reducing imminent damage which would have been insured, or reducing mitigating or otherwise alleviating damage during and after it has occurred. Cover is provided up to an amount of £25,000.

Contracting Purchaser's Interest – Cover for buildings in the period between exchange of contract and completion.

Fire Extinguishers and Sprinklers – Cost of refilling, recharging or resetting risk protection equipment up to £50,000.

Sprinkler Installations Upgrading Costs – Covers the increased costs of reinstating sprinkler systems to the latest regulations if required by us, up to 20% of the sum insured of the premises damaged.

Further Investigation Expenses – Costs incurred with our consent when checking for further damage where there is a possibility of damage that is not immediately apparent. Cover is provided up to an amount of £5,000 in respect of any one claim.

Fly Tipping – Cover extends to include costs necessarily and reasonably incurred in clearing and removing any property illegally deposited in, on or around the premises. Cover is subject to a limit of £10,000 any one claim and £25,000 in total any one period of insurance for all claims. An excess of £500 applies unless a higher amount is shown in the schedule.

✘ Significant Exclusions or Limitations

Property Damage All Risks and Property Damage Events continued

(Optional Section of Cover)

✔ Significant Features and Benefits

Damage following Theft – Should buildings not be insured under this Section, we will pay the costs which the insured are responsible for to repair damage caused as a result of theft or attempted theft.

Archaeological Discoveries – Cover extends to include costs incurred by complying with statutory obligations following the discovery of archaeological finds. Cover is subject to a limit of £50,000.

Concern for Welfare Costs – Cover extends to include costs incurred caused by the police or persons acting under their control in gaining access to the Buildings as a result of their concern for the welfare of an occupier of the Premises. Limit £10,000.

Emergency Services – Cover extends to include costs incurred following damage resulting from the actions of the emergency services. Limit £10,000.

Environmental Protection – Cover extends to include costs where the insured elects to rebuild or repair using the latest available materials and methods in a manner that aims to limit potential harm to the environment by improving energy efficiency.

Limited to 10% of the Buildings Sum Insured or £25,000 whichever is the less.

Eviction of Squatters – Cover extends to pay costs incurred to remove or evict squatters from the Buildings. Limit £5,000.

Japanese Knotweed Removal – Cover extends to include costs incurred in removing Japanese knotweed. Limit £2,500.

✘ Significant Exclusions or Limitations

Property Damage All Risks and Property Damage Events continued

(Optional Section of Cover)

✔ Significant Features and Benefits

Underinsurance (Average) Waiver – Professional Valuations – Where at intervals of not more than 3 years, valuations of all Property Insured which are compiled by professionally qualified members of the Royal Institute of Chartered Surveyors (RICS) or some other suitable valuer the Underinsurance clause is waived.

✘ Significant Exclusions or Limitations

⚠ Significant 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.

Loss of Rent

(Optional Section of Cover)

Optional cover for the insureds loss of rental income following damage to the buildings or contents by any cause covered by the Property Damage section.
Option of 12, 18, 24, 36, 48 or 60 months indemnity period.

✔ Significant Features and Benefits

Declaration Linked Cover Option

The insured has the option to select this alternative basis of settlement. If they opt to, they will be required to provide an estimated sum insured at the inception of cover, and declarations of the actual rent received annually. Provided that declarations are received as required, the Underinsurance condition will not apply.

The following extensions can be added to if required:

Rent Reviews – Increases in rental income following a rent review is provided, subject to a maximum of 200% of the total sum insured for rent.

Capital Additions – Alterations, additions and improvements to existing premises up to £3M for premises occupied as offices, retail or for residential purposes, £1M for all other premises, other than for unoccupied premises where a limit of £250,000 applies.

Professional Accountant's & Legal Fees – Cover includes accountant's fees incurred by the insured in producing information specifically required by us in the event of a claim. Cover also includes the reasonable charges payable by the insured with our consent to their lawyers for determining their contractual rights under any rent cessor clause or insurance break clause contained in the lease.

✘ 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
- Operational error or omission by the insured or any employee
- Cyber and Data Events
- Contagious and Infectious Disease

Material Damage Requirement

If operative subsidence cover will exclude:

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

Loss of Rent continued

(Optional Section of Cover)

✔ Significant Features and Benefits

Re-letting costs – Where the insured lose an existing or prospective tenant following insured damage, cover extends to include

Relocation of Tenants – Extends cover where a tenant is relocated to empty premises so that any resultant claim for rent will not be reduced provided that the buildings are insured under the Property Damage Section of the policy.

Service Charges and Other Charges – Cover extends to include service charges and other income for the use of the services provided and for car parking facilities, and insurance premiums where there is a cessor clause in the lease which enables the lessee to cease paying premiums in the event of damage.

Buildings Awaiting Sale – Extends the basis of settlement where the insured has contracted to sell their interest in the premises or accepted an offer to purchase their interest in the premises and the sale is cancelled or delayed in consequence of damage. The insured may opt for the amount payable by us to be in respect of loss of rent or loss of interest incurred on capital borrowed or investment interest lost to them on any balance of the sale proceeds plus additional expenditure incurred to avoid or minimise the loss payable and the additional legal fees and other expenditure incurred. Cover is subject to our liability being limited in any one period of insurance to 10% of the rent sum insured or £100,000 whichever is the lower, unless we have agreed otherwise.

✘ Significant Exclusions or Limitations

Loss of Rent continued

(Optional Section of Cover)

✔ Significant Features and Benefits

Loss of Investment Income on Late Payment of Rent – If our payment to the insured is made later than the date upon which they would normally have expected to receive rent from a lessee. In these circumstances we will pay a further sum representing the investment interest lost.

Rent Free Period – Standard cover extends to reflect the existence of a rent free period agreement. At the insured's option the indemnity period may be increased to reflect the unexpired rent free period, provided that they have made allowance for the actual future rent in the sums insured.

Denial of Access – Loss of income due to damage to a nearby property which prevents tenants gaining access to the premises.

Supply Undertakings – Cover extends to include damage to the land based locations which supply the premises with electricity, gas, water or telecommunications services.

Cover is subject to a number of exclusions and conditions – please refer to the policy wording for details. Damage to cables, pipes or pylons to the terminal connecting point at the premises is also included, but this element of cover will exclude damage to any overhead transmission or distributing lines or their supporting structures located over one mile from the premises.

Cover does not apply for the first 48 hours of interference and is limited to a Maximum Indemnity Period of 1 month. A limit of £1,000,000 applies.

✘ Significant Exclusions or Limitations

Loss of Rent continued

(Optional Section of Cover)

✔ Significant Features and Benefits

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, and is limited to a Maximum Indemnity Period of 1 month. A limit of 25,000 applies.

Loss of Attraction – Leased premises – Cover extends to include damage to buildings or other property at any location in the immediate vicinity of the premises which results in a fall in the number of customers visiting the area and which in turn leads to the lessee's business being affected and the rent receivable by the insured reduced. Cover excludes obstruction of roads, streets etc. by weather or climatic conditions. A limit of 10% of the sum insured or £500,000 whichever is the less applies.

Loss of Attraction – Unleased Premises – Cover extends to include damage to buildings or other property at any location in the immediate vicinity of the premises which results in the termination and or renegotiation of any agreements for lease and or other loss of tenancy and or delay in completion or letting of the premises. Cover excludes obstruction of roads, streets etc. by weather or climatic conditions. A limit of £100,000 or 10% of the sum insured whichever is the less, and the Maximum Indemnity Period for this cover is 3 months

Managing Agents Premises – Cover is provided if there is interruption or interference to business as a result of property damage at the premises of the managing agent. Limit 10% of the sum insured or £500,000 whichever is the less.

✘ Significant Exclusions or Limitations

Loss of Rent continued

(Optional Section of Cover)

✔ Significant Features and Benefits

Exhibition Sites – Cover extends to include any exhibition site within the United Kingdom where the insured are exhibiting goods or services. Cover excludes exhibition sites under canvas or in the open, and a limit of £25,000 applies.

Book Debts – Cover is provided for outstanding debit balances that cannot be collected because the records have been damaged or destroyed. Limit £25,000.

✘ Significant Exclusions or Limitations

⚠ Significant Conditions

Conditions – Book Debts

Monthly records must be kept and a copy stored away from the insured's premises

Property Owners Liability

(Optional Section of Cover)

Optional cover for the insureds legal liability to third parties for accidental injury or damage to property up to the limit of indemnity shown in the schedule. A limit of £2,000,000 is provided as standard, higher limits of indemnity are available on request.

✔ Significant Features and Benefits

Legal and other Costs and Expenses – Cover is provided for the above in connection with the defence of any valid claim, including the insured's 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.

Court Attendance Compensation – Covers attendance as a witness in connection with a claim:

Director/partner £500 for each days' attendance

Employee £250 for each days' attendance

Corporate Manslaughter and Homicide – Cover extends to include legal costs and expenses incurred with our consent and costs of the prosecution awarded against the insured 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 £5,000,000 or the amount stated in the policy schedule whichever is the lower.

Contractual Liability – Liability arising from the contractual obligations of the insured.

✘ Significant Exclusions or Limitations

- Injury to any of the insured's employees
- Loss of or damage to property belonging to the insured or in their charge of control except premises occupied by the insured 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
 - claims made in any country outside the European Union if the insured have premises or representation in that country
- loss or damage to contract works undertaken under a contract or liability under JCT Contract Clause 6.5.1

Property Owners Liability continued

(Optional Section of Cover)

✔ Significant Features and Benefits

Legionellosis Liability – Cover is extended to include pollution or contamination arising from Legionella subject to a limit of £5,000,000, or the amount stated in the policy schedule whichever is the lower.

Obstructing Vehicles – Cover extends to include the insured's liability arising from the movement of a mechanically propelled vehicle obstructing their business.

Financial Loss – Cover extends to include the insured's legal liability for financial loss, subject to a maximum amount in any one period of insurance up to £50,000. Please note that this is a claims made cover, and will be subject to an excess of 10% of the limit selected or £1,000 which ever is the higher amount in respect of each claim.

Libel and Slander – Cover extends to include the insured's legal liability in respect of any act of libel or slander committed or uttered by them in respect of their advertising or in-house and trade publication material prepared by the insured. Cover is subject to a maximum amount in any one period of insurance of £250,000. Please note that this is a claims made cover, and will be subject to an excess of 10% of the limit selected or £1,000 whichever is the higher amount in respect of each claim.

Asbestos – Liability caused by or arising from exposure, inhalation, or fear of the consequences of such exposure or inhalation due to asbestos or the costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing asbestos or the presence of asbestos is limited to £5,000,000 or the amount stated in the policy schedule which ever is the lower.

✘ Significant Exclusions or Limitations

- any liability in respect of pollution or contamination:
 - in the USA or Canada
 - elsewhere unless due to a sudden, identifiable, unintended and unexpected incident
- fines, penalties or liquidated, aggravated, punitive or exemplary damages
- work on an offshore installation or travelling to or from
- Cyber Event exclusion

Terrorism Cover

Cover for acts of Terrorism is limited to £5,000,000 or the amount stated in the policy schedule whichever is the lower.

Data Protection Act

The limit of indemnity provided under our Data Protection Act 2018 section 168 extension is £1,000,000, or the Policy limit of indemnity whichever is lower.

The Excess

Please refer to the Certificate

Directors & Officers Liability Insurance continued

(Optional Section of Cover)

Optional cover for the cost of compensation claims made against the insured's directors and key managers (officers) for alleged wrongful acts.

✔ Significant Features and Benefits

- Directors & Officers and company reimbursement cover up to £5,000,000 limit of indemnity on an any one claim basis
- Non-executive director cover up to £250,000
- Investigation cover costs
- Company entity liability cover up to £5,000,000 in the aggregate
- Automatic new subsidiary cover for any subsidiary with assets up to £250,000 and/or any of its securities listed on any exchange
- Covers wrongful acts committed after any management buy-out for a period of 45 days
- Discovery period of 90 days automatically at no additional premium or 12 months at an additional premium of 50% of the full annual premium
- Past insured person cover for any loss from any claim first made against any past insured person for wrongful acts committed before they voluntarily relinquished such position or cover for any investigation costs in connection with any investigation/self report investigation first made against such past insured person following the expiry date of the period of insurance
- Reputational crisis costs up to £100,000 in the aggregate
- Crisis communication consultant briefing session available at no additional charge during the period of insurance
- Environmental extension provides defence costs incurred by an insured person for an environmental violation up to £50,000 in the aggregate
- Cover for circumstance investigation costs up to £25,000 in the aggregate
- Insolvency hearing costs up to £25,000 in the aggregate
- Assets and liberty costs up to £25,000 in the aggregate
- Court attendance costs up to £10,000 in the aggregate

✘ Significant Exclusions or Limitations

- Behaviour arising out of the committing of a dishonest act or the insured person gaining any personal profit to which they were not legally entitled
- Prior claims/circumstances arising out of any claim, investigation or self report investigation first made or commenced prior to inception of the policy or circumstances which have been notified under any other policy providing management liability cover and attaches prior to the inception of this section
- Prior and pending litigation arising out of any legal/ arbitral proceedings involving any company or outside entity or any insured person initiated prior to, or pending at the prior/pending litigation date OR any fact, circumstance, situation or event underlying or alleged in such proceeding or alleging or deriving from the same or essentially the same facts regardless of the legal theory upon which the claim against the insured person is predicted
- Trustees arising out of any claim against an insured person in their capacity as a trustee/fiduciary under law or an administrator of any trust fund, pension scheme, profit-sharing scheme or employee benefit scheme of any company or outside entity
- Bodily injury and property damage but not in respect of defence costs for non-indemnifiable loss of any insured person who is a natural person OR mental anguish/emotional stress in respect of an employment practice wrongful act OR loss where personal liability is established against an insured person, but only for non-indemnifiable loss
- Acknowledged USA company vs. insured arising out of any claim brought or maintained in the United States of America by/on behalf of any company, insured person or outside entity

Directors & Officers Liability Insurance

(Optional Section of Cover)

✔ Significant Features and Benefits

✘ Significant Exclusions or Limitations

- Offering of securities during the period of insurance provided that this exclusion shall not apply to debt offerings anywhere in the world
- Competition and restraint of trade arising out of or attributable to violation of any law, rule or regulation relating to competition, activities in restraint of trade, or deceptive acts and practices in trade and commerce
- Securities attributable to the actual or intended private placement or public offering of any securities
- Professional services for the performance or failure to perform professional services for any person or any act, error or omission
- Patent copyright attributable to any actual or alleged infringement, misappropriation or violation of any copyright, patent, title or other proprietary or licensing rights of any products, technologies or services
- Contractual liability from any actual or alleged contractual liability under any contract or agreement
- Pollutants
- Pension scheme attributable to any claim against any company relating to any trust fund, pension scheme, profit-sharing scheme or employee benefit scheme of any company or outside entity
- Insured vs insured claims
- Employment practice wrongful act
- Bodily injury and property damage
- Products attributable to the efficiency, inefficiency, performance or lack of performance, defects or non-compliance with health and safety standards or any products manufactured, produced, processed, sold or developed by the company
- Cyber Event exclusion

Employers' Liability

(Optional Section of Cover)

Optional cover for legal liability to the insured's employees for death or injury in the course of their employment with the insured up to £10,000,000 (higher limits may be available on request) in respect of any one claim or series of claims arising out of one occurrence.

✓ Significant Features and Benefits

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 the insured's 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.

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

✗ Significant Exclusions or Limitations

Employers' Liability continued

(Optional Section of Cover)

✔ Significant Features and Benefits

Corporate Manslaughter and Homicide

Cover extends to include legal costs and expenses incurred with our consent and costs of the prosecution awarded against the insured 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 £5,000,000 or the amount stated in the policy schedule whichever is the lower.

✘ Significant Exclusions or Limitations

Commercial Legal Expenses continued

(Optional Section of Cover)

Optional cover for legal costs if the insured needs to take or defend legal action relating to their business as a property owner.

Cover Events 3 and 4 are automatically included if this section is selected. Cover Events 1, 2 and 5 – 10 are available as additional optional covers.

The policy schedule will confirm which cover events, described below, are operative under the policy.

✓ Significant Features and Benefits

1 Employment

- Cover up to £100,000 for any one claim in respect of the insured's legal costs to defend their 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 the insured or through a negotiated settlement with our agreement.

2 Taxation Proceedings

- Cover up to £100,000 for any one claim in respect of the insured's legal costs in an appeal against any terms and conditions put on them by HM Revenue and Customs after finishing a Full Enquiry into their most recent business accounts or returns for the following:
 - PAYE tax arrangements
 - Business tax arrangements
 - VAT arrangements



✗ Significant Exclusions or Limitations

- 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 the insured 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 the insured has 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.

- The first £500 of any one claim.
- Any costs to do with the normal reconciliation of the insured's 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



Commercial Legal Expenses continued

(Optional Section of Cover)

 Significant Features and Benefits	 Significant Exclusions or Limitations
<p>2 Taxation Proceedings continued</p>	<ul style="list-style-type: none"> 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.
<p>3 Criminal Prosecution Defence</p> <ul style="list-style-type: none"> Cover up to £100,000 for any one claim in respect of the insured's legal costs to defend their legal rights after an event, which arises out of their normal business activities and results in criminal proceedings being brought against them. 	<ul style="list-style-type: none"> The first £100 of any one claim. The defence of a prosecution relating to: Taxation proceedings; <ul style="list-style-type: none"> Allegations of fraud, theft or violence; The ownership, possession or use of motor vehicles, aircraft, watercraft, trailers or caravans. Pollution.
<p>4 Damage to Premises</p> <ul style="list-style-type: none"> Cover up to £100,000 for any one claim in respect of the insured's legal costs if legal action is taken in a dispute relating to: <p>Physical damage caused to the insured's business premises resulting in proven financial loss to them.</p>	<ul style="list-style-type: none"> 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 the insured has with another person or organisation. Disputes relating to owning, possessing, hiring or using aircraft, watercraft, motor vehicles, trailers or caravans. The first £100 of any one claim. Any prosecution where the insured are accused of fraud or theft. Any dispute relating to the insured's failure to register as a Data Controller. Any dispute relating to the insured's failure to comply with legislation concerning the processing of Sensitive Personal Data.

Commercial Legal Expenses continued

(Optional Section of Cover)

 Significant Features and Benefits	 Significant Exclusions or Limitations
<p>5 Data Protection</p> <ul style="list-style-type: none"> • Cover up to £100,000 for any one claim in respect of the insured's legal costs to: <ul style="list-style-type: none"> – Defend them in a dispute relating to the Data Protection Act 1998. – Appeal against a refusal of an application for registration or alteration of their registered particulars. – Appeal against an Enforcement, De-registration or Transfer Prohibition Notice. – Pay compensation awards against them relating to the holding, loss or unauthorised disclosure of data under Data Protection legislation. 	
<p>6 Commercial Tenancy Agreement</p> <ul style="list-style-type: none"> • Cover up to £100,000 to pursue the insured's legal rights in a dispute relating to Property that their business occupies. 	<ul style="list-style-type: none"> • 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.
<p>7 Licence Protection</p> <ul style="list-style-type: none"> • Cover up to £100,000 any one claim for defending the withdrawal, restriction or suspension of the insured's business licence. 	<ul style="list-style-type: none"> • The first £500 of any one claim. • Hearings arising out of any commercial decision made by the insured • The first application for, or standard renewal of, the licence. • Anything to do with drug offences, under age drinking or sexual indecency.
<p>8 Personal Injury</p> <ul style="list-style-type: none"> • Cover up to £100,000 any one claim for taking legal action against another person who causes the insured's death or bodily injury whilst they are engaged in their business. 	<ul style="list-style-type: none"> • Personal injury disputes between the insured and any employee(s).

Commercial Legal Expenses continued

(Optional Section of Cover)

✓ Significant Features and Benefits

9 Jury Service Allowance

- Cover up to £5,000 for any one claim in respect of the salary or wages of an employee that the insured cannot get back from the court if that employee has to go to court for jury service.

10 Contract

- Cover up to £50,000 for any one claim to enable the insured to take legal action or defend themselves 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 the insured's Business; and
- b the amount in dispute is more than £5,000, other than a dispute where the insured 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.

✗ Significant Exclusions or Limitations

- Limit of £100 per day applies.
- 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 the insured 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 the insured 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 the insured's 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.

Terrorism

(Optional Section of Cover)

Optional Cover against losses suffered by the insured as a result of an act of terrorism.

✔ Significant Features and Benefits

Includes losses incurred through

- destruction, damage or loss of insured property
- and/or
- business interruption (loss of rent).

✘ Significant Exclusions or Limitations

- Digital and cyber risks.
- Losses occasioned by riot, civil commotion and war.
- Any losses arising from locations outside England, Wales and Scotland.
- Losses relating to a private residence insured in the name of a private individual caused by radioactive or explosive properties of nuclear assemblies or components, radiation or chemical, biological or radiological pollutants.

Allianz Insurance plc.

Registered in England number 84638
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