PROPERTY OWNERS SELECT

POLICY OVERVIEW

Insurers
Chartered

Allianz

CONTENTS

Introduction 1–3

Covers Available

Property Damage 4

Loss of Rent8

Engineering – Machinery Damage 11

Property Owners Liability 12

Directors and Officers Liability 14

Employers Liability 16

Commercial Legal Expenses 17

Additional Information

Notifying a Claim 20

Commercial Legal Expenses Claims 21

How to make a Complaint 21

Policy Limits 21

Law Applicable and Policy Language 21

Terrorism Cover 21

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. You don't have to take our word for it.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

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

IMPORTANT

This is a policy overview only and does not contain the full terms and conditions of the contract of insurance. Some of the covers will only apply if you have chosen to take the option selected. Your quote schedule will show the options selected and the sums insured. Full terms and conditions can be found in the policy documents, a copy of which is available on request. Your insurance adviser will be pleased to explain the policy cover in more detail.

Introduction

What is Property Owners Select?

The Property Owners Select Policy has been designed to specifically meet the needs of Commercial Property Owners. The policy is underwritten by Allianz Insurance plc.

The policy has a 12 month period of insurance (unless shown differently on your policy schedule), and is annually renewable. Start and end dates of the policy are detailed in the policy schedule.

The policy wording offers covers specifically required by Property Owners. Property Damage and Commercial Legal Expenses are compulsory sections of cover.

Covers Available:

- Property Damage 'All Risks' or 'Specified Events'
- Loss of Rent 'All Risks' or 'Specified Events'
- Engineering – Machinery Damage
- Employers Liability and Property Owners Liability
- Director and Officers Liability
- Commercial Legal Expenses
  Standard Cover (automatically provided where the Commercial Legal Expenses Section is operative)

  Commercial Legal Expenses Optional Extension 1

  Commercial Legal Expenses Optional Extension 2

Explanation of Cover Available:

Property Damage

Insures your building, fixtures and fittings and contents.

There are two options of cover:

Option 1 – Commercial All Risks

Fire, Lightning, Explosion, Aircraft, Riot and Civil Commotion, Malicious Persons, Earthquake, Subterranean Fire, Storm, Flood, Escape of Water from any tank apparatus or pipe, Impact, Sprinkler Leakage, Accidental Damage, Theft, Subsidence and Escape of Oil from any fixed heating installation – all included as standard.

Option 2 – Specified Events

Fire, Lightning, Explosion, Aircraft, Riot and Civil Commotion, Malicious Persons, Earthquake, Subterranean Fire, Storm, Flood, Escape of Water from any tank apparatus or pipe, Impact, Sprinkler Leakage, Accidental Damage, Theft, Subsidence and Escape of Oil from any fixed heating installation – each as selected by you and agreed to by us.

Loss of Rent

Your business will be interrupted and your Rent Receivable reduced if your buildings or contents are damaged or destroyed by Fire or any of the covers given under Property Damage. You will still have to pay expenses such as wages and extra costs to reduce the interference to your business. This policy insures your financial loss.

Basis of cover

There are two options of cover:

Option 1 – Commercial All Risks

Option 2 – Specified Events

both as described under Property Damage.

Engineering – Machinery Damage

Provides cover for a wide range of plant or machinery. The main cover options are:

- Sudden and Unforeseen Damage (including Breakdown, Explosion and Collapse)
- Own Surrounding Property – cover for damage to property belonging to you or in your custody or control caused by damage to Pressure Plant plus additional reinstatement costs that are incurred in order to comply with local authority regulations.

Property Owners Liability

Provides cover in respect of all sums which you become legally liable to pay as compensation to third parties for accidental injury or damage.

Directors and Officers Liability

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

Under the 1985 and 1989 Companies Acts directors and officers are exposed to over 200 areas of statutory liability. This means that they can face unlimited personal liability for their actions and decisions on behalf of the company. Other legislation (e.g. Companies Act 2006) has further increased such liabilities.

Where a director or officer is alleged to have committed a wrongful act (any actual or alleged breach of duty, trust, neglect, error or omission) in performance of their duties they are exposed to potential liability.

A directors personal assets may be at risk if they are sued – claims can be brought by anyone with an interest in the affairs of the company: regulators, statutory authorities, shareholders, other directors, employees and in the case of insolvency, creditors, liquidators and administrators.

Designed to meet the needs of medium to large sized UK businesses Allianz Insurance plc is one of the few leading insurers who offer Directors & Officers cover as part of a combined insurance policy.

Employers Liability

Insures your legal liability to pay compensation to employees if they are injured (this means bodily injury, death, disease, illness or shock) whilst working for you. Cover includes your costs and those of your employee.

The policy applies in the United Kingdom and anywhere in the world for employees who live in the United Kingdom and are working temporarily abroad. They must bring any claim in the United Kingdom or any member country of the European Union.

The standard limit of indemnity is £10m, but higher limits may be available on request.

Commercial Legal Expenses

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

- Legal Expenses cover in respect of legal fees for Criminal Prosecution Defence with a cover limit of £100,000 any one claim
- Damage to Premises – Legal costs to pursue a dispute relating to physical damage to your business premises which results in proven financial loss to you. Limit £100,000.
- Lawphone – access to a legal advice helpline to get advice on any commercial legal problem 24 hours a day, 365 days a year
- Allianz Legal Online – access to business support to help you produce legal paperwork in connection with your business.

Commercial Legal Expenses Optional Extension 1

- Standard cover plus Employment, Taxation Proceedings, Data Protection, Commercial Tenancy Agreement, Licence Protection, Personal Injury and Jury Service Allowance
- The cover in respect of legal fees has a limit of £100,000 any one claim, other than for Jury Service Allowance where the limit is up to £100 per day and £5,000 any one claim.

Commercial Legal Expenses Optional Extension 2

- Standard cover and Commercial Legal Expenses Optional Extension 1 plus Contract cover
- The legal fees in respect of Contract cover are limited to £50,000 any one claim.

Other Covers

Engineering Insurance & Energy Services

Allianz Insurance plc offers a comprehensive range of Engineering products, including Contract Works, Contractors Plant & Machinery, Hired Plant available under the Construction Select Policy, Deterioration of Stock and Inspection Services.

Energy Services

The Energy Performance of Buildings Directive was introduced into the UK from January 2006. Its objective is to improve energy efficiency and reduce carbon emissions as part of the Governments' strategy to achieve a sustainable environment.

Under the Energy Performance of Buildings (Certificates and Inspections) Regulations 2007, property owners, operators and managers are required to put in place a programme of energy performance certification and energy inspections for air conditioning units.

Allianz Engineering Energy Services offer a range of services and solutions for compliance with the Energy Performance of Building Regulations through a network of accredited surveyors:

- Energy Performance Certification
- Display Energy Certification
- Air Conditioning (Level 1 & 2) Efficiency Inspection
- Heating Plant (Boiler) Efficiency Inspection
- Energy Audit and report

Please contact your insurance adviser for details of these products and services.

Covers Available

Property Damage All Risks and Property Damage Events

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 you otherwise. This extension will be subject to payment of an additional premium in the event of a claim, and we may require you to implement risk reduction measures.
- European Union & Public Authorities (and Undamaged 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.
- 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 (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
- the excess – please refer to your policy schedule

Subsidence

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

Property Damage All Risks and Property Damage Events continued

Significant Features and Benefits	Significant Exclusions or Limitations (variable upon cover options)
• 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. • Contract Works Cover for Buildings and Contents of any permanent or temporary works undertaken as part of a Contract which you are responsible under the terms of the Contact 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.	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.

Property Damage All Risks and Property Damage Events continued

Significant Features and Benefits	Significant Exclusions or Limitations (variable upon cover options)
• 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. • Damage following Theft Should buildings not be insured under this Section, we will pay the costs which you are responsible for to repair damage caused as a result of theft or attempted theft. • Newly Acquired Buildings Newly acquired buildings up to £3M for premises occupied as offices, retail or for residential purposes, £250,000 for unoccupied premises and £1M for all other premises. • Inadvertent Omission to insure Provides cover for where properties which have been inadvertently left uninsured up to £3M for premises occupied as offices, retail or for residential purposes,£250,000 for unoccupied premises and £1M for all other premises. • Automatic Reinstatement Sums insured will not be reduced by the amount of any claim unless we advise you otherwise. Cover is subject to payment of an additional premium in the event of a claim, and we may require you to implement risk reduction measures. • 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.	

Property Damage All Risks and Property Damage Events continued

Significant Features and Benefits	Significant Exclusions or Limitations (variable upon cover options)
• 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. • 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.	

Loss of Rent

Significant Features and Benefits

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

Declaration Linked Cover Option
You have the option to select this alternative basis of settlement. You 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 you in producing information specifically required by us in the event of a claim. Cover also includes the reasonable charges payable by you with our consent to your lawyers for determining your contractual rights under any rent cessor clause or insurance break clause contained in the lease.
- Re-letting costs
  Where you lose an existing or prospective tenant following insured damage, cover extends to include the additional costs of re-letting the premises.
- 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 you have contracted to sell your interest in the premises or accepted an offer to purchase your interest in the premises and the sale is cancelled or delayed in consequence of damage. You 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 you 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

- 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 – Book Debts

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

Loss of Rent continued

Significant Features and Benefits	Significant Exclusions or Limitations
• Loss of Investment Income on Late Payment of Rent If our payment to you is made later than the date upon which you 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 your option the indemnity period may be increased to reflect the unexpired rent free period, provided that you 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. • Denial of Access Non Damage Cover extends to include access to the premises or any property or rights of way in the immediate vicinity of the premises being hindered or prevented as a result of the actions or advice of the Government, a Local Authority or other statutory body due to an emergency arising which is likely to endanger life or property. Cover is subject to a number of exclusions and conditions – please refer to the policy wording for details. A limit of £50,000 applies and cover does not apply for the first four hours of interference with the use of the premises. The Maximum Indemnity Period for this cover is 3 months. • Supply Undertakings Cover extends to include damage to the land based locations which supply the premises with electricity, gas, water or telecommunications services. 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. • 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 4 hours of interference, increased to 12 hours for telecommunications services, which is also limited to a Maximum Indemnity Period of 3 months. A limit of £1M or 10% of the sum insured whichever is the less 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 you 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 Rent continued

Significant Features and Benefits	Significant Exclusions or Limitations
• 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 the 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. • Exhibition Sites Cover extends to include any exhibition site within the United Kingdom where you 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.	

Engineering – Machinery Damage

Key Features and Benefits

This cover provides for:

Sudden and Unforeseen Damage – Cover One
Cover for sudden and unforeseen damage including (Breakdown Explosion/Collapse as defined) and accidental damage.

Own Surrounding Property (Pressure Plant) – Cover Two
Cover for damage to property belonging to the Insured or in their care or custody caused by damage to Pressure Plant insured under Cover One e.g. boiler explosion.

Territorial Limits

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

Standard cover includes the following:

- Public Authorities requirements
- Debris Removal up to £50,000
- Additional Costs up to £20,000
- Hired in Plant/Hire Costs up to £30,000
- Fuel Storage Tanks Loss of Contents up to £25,000. Subject to a maximum value in any tank of £25,000 and a maximum in all tanks of £100,000
- Avoidance of Impending Damage up to £25,000
- Claims investigation cost up to £25,000
- Avoidance of Impending damage up to £25,000
- Hazardous Substances up to £15,000
- Loss of Rent up to £100,000
- Reinstatement

Significant Exclusions or Limitations

- Perils commonly covered under a property policy such as fire, explosion, lightning, flood, theft, etc are excluded
- The policy excess
- Maintenance, faulty workmanship or application of tools
- Wear and tear or gradual deterioration
- Expendable items such as cutters, bits, tools, moulds, driving belts, etc
- Damage to protective devices
- Damage to property arising from multiple lifting operations
- Vessels, craft, vehicles, rigs, platforms or devices
- Any consequential losses such as penalties for delay or loss of profits
- Damage to any item arising during installation testing or removal
- Pollution and Contamination
- Terrorism and E-Risks
- Scratching
- Overload or abnormal conditions
- Computer Date Recognition
- Confiscation Civil Commotion and Similar Risks
- Radioactive Contamination

Conditions
You must

- take all reasonable precautions to safeguard the insured property against loss or damage
- keep up to date records of values at risk and provide this information to us annually by declaration.

Property Owners Liability

Key Features and Benefits

A limit of £2M is provided as standard, higher limits of indemnity are available on request.

- 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.

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.

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 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.

Contractual Liability
Liability arising from your contractual obligations.

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

Obstructing Vehicles
Cover extends to include your liability arising from the movement of a mechanically propelled vehicle obstructing your business.

Financial Loss
Cover extends to include your 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.

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
  - claims made in any country outside the European Union if you 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
- 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

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

- The Excess
  Please refer to your policy schedule

Property Owners Liability continued

Key Features and Benefits	Significant Exclusions or Limitations
Libel and Slander Cover extends to include your legal liability in respect of any act of libel or slander committed or uttered by you in respect of your advertising or in-house and trade publication material prepared by you. 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 £5M or the amount stated in the policy schedule which ever is the lower.	

Directors and Officers Liability Insurance

Significant Features and Benefits

- Directors & Officers and company reimbursement cover up to £10,000,000 limit of indemnity on an any one claim basis
- Non-executive director cover up to £250,000
- Investigation cover costs
- Company entity liability cover up to £1,000,000 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 £10,000 per circumstance or £10,000 per insured person where more than one insured person named in the claim or circumstance
- 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 in 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 our outside entity
- 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

Directors and Officers Liability Insurance continued

Significant Features and Benefits	Significant Exclusions or Limitations
	• 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.

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.

Unsatisfied Court Judgements

Covers payment of court judgements obtained by employees against third parties for injury sustained at work, if the judgement remains unsatisfied.

Court Attendance Compensation

Covers attendance as a witness in connection with a claim:

- Director/partner £750 for each days' attendance
- Employee £250 for each days' attendance

Corporate Manslaughter and Homicide

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

Significant Exclusions or Limitations

Commercial Legal Expenses

Cover Events 3 and 4 is automatically included. Cover Events 1, 2 and 5 – 10 are available as optional trade ups.
Your policy schedule will confirm which cover events, described below, are operative under your policy.

Significant Features and Benefits	Significant Exclusions or Limitations
1 Employment • Cover up to £100,000 for any one claim in respect of your legal costs to defend your legal rights in a dispute in an Employment Tribunal with a previous, present or prospective Employee and which arises out of or relates to a contract of employment or a breach of employment or discrimination legislation. • We will also cover Basic and Compensatory awards made against you or through a negotiated settlement with our agreement.	• The first £500 of any one claim. • Any dispute regarding an Event which happens within the first three months of the date this section starts. • Claims where you have not sought and followed the advice of the Lawphone Legal Helpline before making any changes to an Employees contract of employment or taking any disciplinary action against an Employee. • Any dispute with an Employee that you have given a verbal or written warning to in the six months leading up to the date this policy starts. • Any dispute arising under the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive. • Any dispute arising from any industrial dispute, industrial or labour arbitration or collective bargaining agreements.

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

3 Criminal Prosecution Defence
• Cover up to £100,000 for any one claim in respect of your legal costs to defend your legal rights after an event, which arises out of your normal business activities and results in criminal proceedings being brought against you.
	• The first £100 of any one claim.
	• The defence of a prosecution relating to:
	  • Taxation proceedings;
	  • Allegations of fraud, theft or violence;
	  • The ownership, possession or use of motor vehicles, aircraft, watercraft, trailers or caravans.
	  • Pollution.

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

Commercial Legal Expenses continued

Significant Features and Benefits	Significant Exclusions or Limitations

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

6 Commercial Tenancy Agreement • Cover up to £100,000 to pursue your legal rights in a dispute relating to Property that your business occupies.	• The first £100 of any one claim. • Any disputes over rent or service charges. • Any dispute relating to the renewal of a lease or tenancy agreements.
7 Licence Protection • Cover up to £100,000 any one claim for defending the withdrawal, restriction or suspension of your business licence.	• The first £500 of any one claim. • Hearings arising out of any commercial decision made by you. • The first application for, or standard renewal of, the licence. • Anything to do with drug offences, under age drinking or sexual indecency.
8 Personal Injury • Cover up to £100,000 any one claim for taking legal action against another person who causes your death or bodily injury whilst you are engaged in your business.	• Personal injury disputes between you and any employee(s).
9 Jury Service Allowance • Cover up to £5,000 for any one claim in respect of the salary or wages of an employee that you cannot get back from the court if that employee has to go to court for jury service.	• Limit of £100 per day applies.

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

Commercial Legal Expenses continued

Significant Features and Benefits	Significant Exclusions or Limitations
	• any dispute relating to your legal right to own, occupy or use any land or building or any benefit or alleged benefit attaching to the land. • any dispute relating to the ownership, possession, hiring or use of motor vehicles.
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.
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.

Other sections are available such as Computer, Fidelity, Specified All Risks, Money and Goods in Transit. Details are available on request.

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

Allianz Claims Handling Office Telephone Numbers

For Property Damage claims
Tel: 0344 412 9988

For Liability and Accident claims
Tel: 0344 893 9500

For Engineering claims
Tel: 01483 265825. Fax: 0370 060 5329

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

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

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

Allianz addresses for claims correspondence

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

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

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

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

Cancellation Rights

The policy may be cancelled at your request however you will not be entitled to a return premium. To cancel the policy, please contact the insurance adviser who arranged the policy.

How do I make a complaint?

If you have a complaint about anything other than the sale of the policy please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Insurance plc
57 Ladymead
Guildford
Surrey
GU1 1DB

Alternatively:
Phone: 01483 552438
Email: acccsm@allianz.co.uk

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

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

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

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

Alternatively, you can contact the Financial Ombudsman Service directly.

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

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

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

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

Policy Limits

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

Law Applicable 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.

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.

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allianz.co.uk

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

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

Financial Services Register number 121849.

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