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Property Owners Select policy overview



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

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

We 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.

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

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

Full terms and conditions can be found in the policy documents, a copy of which is available on request. Your insurance adviser will be pleased to explain the policy cover in more detail.

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
- Computer
- 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

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.

Computer

Provides All Risks cover including world wide transit for all types of computer equipment including laptops, personal digital assistants (PDA's), digital cameras and digital projectors. Theft cover (without exclusion of forcible entry to or exit from premises) and Breakdown are included. Optional covers available:

- Computer Media providing reinstatement of data following loss or damage. Cover for loss or damage by a computer virus or similar mechanisms is available as an optional extension.
- Additional Expenditure to avoid or reduce interruption to your business is also available.

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 the following:

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

Commercial Legal Expenses Optional Extension 1 includes:

• Standard cover plus Residential Lettings cover. The legal fees in respect of Residential Lettings cover is 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

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Significant Features and Benefits	Significant Exclusions or Limitations
	(variable upon cover options)
Day One Reinstatement	explosion due to bursting of non domestic steam
An automatic increase of 30% will be added to the	boilers, or other steam apparatus
Declared Value to allow for inflation during the period	• malicious damage, freezing or escape of water in any
of insurance. The Declared Value is the cost of rebuilding	unoccupied building
or replacing the property on the first day of the period of	 theft or theft damage not involving forcible and
insurance.	violent entry to or exit from the premises, or from open
	sided or temporary buildings or involving any partner,
Automatic Reinstatement	director, or employee
Sums insured will not be reduced by the amount of any	theft, storm, tempest or flood to fences and gates and
claim unless we advise you otherwise. This extension will	movable property in the open
be subject to payment of an additional premium in the	• acts of fraud or dishonesty by any partner, director, or
event of a claim, and we may require you to implement	employee
risk reduction measures.	disappearance, unexplained or inventory shortage or
	filing or misfiling of information
European Union & Public Authorities	frost, wear and tear, gradual deterioration, inherent
(and Undamaged Portions)	vice, latent defect
Cover includes the cost of complying with European Union	• rot, mildew, rust, corrosion, insects, woodworm, vermin
& Public Authorities requirements. Including the costs	dyeing, cleaning, repair, renovation, marring or
relating to undamaged portions of the buildings subject	scratching
to a 15% limit.	damage attributable to changes in water table level
	electrical or mechanical breakdown, failure or
Removal of Debris	derangement
Cover includes the necessary and reasonable costs	faulty or defective design workmanship or materials
of removing debris following a loss, including the	changes in temperature, dampness, dryness,
cost of cleaning, clearing or repairing of drains,	shrinkage, evaporation, loss of weight, contamination,
sewers gutters.	change in colour, flavour, texture or finish
Destantional Free	damage to any property resulting from its undergoing
Professional Fees	any process
Cover includes the cost of architect's, surveyor's,	operational error or omission by you or any employee damage due to pollution or contamination
managing agent's, legal and consulting engineer's professional fees incurred following a loss.	damage due to pollution or contaminationproperty in transit
professional rees incurred following a loss.	terrorism
Index Linking	Cyber and Data Events
The sum insured will be adjusted to take into account	Contagious and Infectious Disease
inflation, and will be automatically increased at each	 the excess – please refer to your policy schedule
renewal date.	the excess please refer to your policy schedule
Tenewardate.	Subsidence
Capital Additions	
Alterations, additions and improvements to existing	If operative subsidence cover will exclude:
premises up to £5M for premises occupied as offices,	
retail or for residential purposes, £2M for all other	 damage to surfaced areas, walls, gates and fences,
premises.	and various specified items unless the building is
	also damaged
	-

Property Damage All Risks and Property Damage Events (continued)

Significant Features and Benefits	Significant Exclusions or Limitations (variable upon cover options)
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.	 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
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.	 this cover damage as a result of demolition, excavation or other building work a minimum excess of £1,000.
Theft Damage to Buildings Cover for damage to occupied buildings by theft.	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.
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.	
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 $\pounds 5,000$.

Property Damage All Risks and Property Damage Events (continued)

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

Property Damage All Risks and Property Damage Events (continued)

Significant Features and Benefits	Significant Exclusions or Limitations (variable upon cover options)
Loss Minimisation and Prevention Expenditure	(variable upon cover options)
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.	
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.	

Property Damage All Risks and Property Damage Events

Significant Features and Benefits	Significant Exclusions or Limitations (variable upon cover options)
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.	
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	Significant Exclusions or Limitations
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.	 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 Cyber and Data Events Contagious and Infectious Disease. Material Damage Requirement Liability must have been admitted under the Property
The following extensions can be added to if required:	Damage insurance for there to be a Business Interruption claim
• 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.	Conditions – Book Debts Monthly records must be kept and a copy stored away from your premises
• 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.	

Loss of Rent (continued)

sums insured.

Significant Features and Benefits	Significant Exclusions or Limitations
• 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.	
• 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	

Loss of Rent (continued)

Significant Features and Benefits

Significant Exclusions or Limitations

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.

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 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 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.	

Computer

Computer (continued)

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

Engineering – Machinery Damage

Significant Features and Benefits	Significant Exclusions or Limitations
This cover provides for:	Perils commonly covered under a property policy
	such as fire, explosion, lightning, flood, theft, etc
Sudden and Unforeseen Damage – Cover One	are excluded
Cover for sudden and unforeseen damage, including	The policy excess
(Breakdown Explosion/Collapse as defined) and	 Maintenance, faulty workmanship or application of tools
accidental damage.	 Wear and tear or gradual deterioration
Own Surrounding Property (Pressure Plant) – Cover Two	
Cover for damage to property belonging to the Insured	 Expendable items such as cutters, bits, tools, moulds, driving belts, etc
or in their care or custody caused by damage to Pressure	Damage to protective devices
Plant insured under Cover One e.g. boiler explosion.	 Damage to property arising from multiple lifting
r tant insured under cover one e.g. boiter explosion.	operations
Territorial Limits	 Vessels, craft, vehicles, rigs, platforms or devices
	 Any consequential losses such as penalties for delay
• Great Britain, Northern Ireland, the Isle of Man and	or loss of profits
the Channel Islands.	 Damage to any item arising during installation testing
	or removal
Standard cover includes the following:	Pollution and Contamination
	Terrorism
Public Authorities requirements	Cyber and Data Events
Debris Removal up to £50,000	Scratching
Additional Costs up to £20,000	Overload or abnormal conditions
 Hired in Plant/Hire Costs up to £30,000 	Computer Date Recognition
 Fuel Storage Tanks Loss of Contents up to 	Confiscation Civil Commotion and Similar Risks
£25,000. Subject to a maximum value in any tank	Radioactive Contaminations
of £25,000 and a maximum in all tanks of	Contagious and Infectious Disease
£100,000	
Avoidance of Impending Damage up to £25,000	Conditions
Claims investigation cost up to £25,000	You must:
Avoidance of Impending damage up to £25,000	
Hazardous Substances up to £15,000	take all reasonable precautions to safeguard the
Loss of Rent up to £100,000	insured property against loss or damage
Reinstatement.	 keep up to date records of values at risk and provide this information to up appually by dealaration
	this information to us annually by declaration.

Property Owners Liability

Property Owners Liability (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Obstructing Vehicles Cover extends to include your liability arising from the movement of a mechanically propelled vehicle obstructing your business. Financial Loss	 Terrorism Cover Cover for acts of Terrorism is limited to £5,000,000 or the amount stated in the policy schedule which ever is the lower. Data Protection Act
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.	 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
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.	Please refer to your policy schedule
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 $\pm 5,000,000$ or the amount stated in the policy schedule which ever is the lower.

Directors & Officers Liability Insurance

Significant Features and Benefits	Significant Exclusions or Limitations
 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 £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 	 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
£25,000 in the aggregateInsolvency hearing costs up to £25,000 in the	• Offering of securities during the period of insurance provided that this exclusion shall not apply to debt
 aggregate Assets and liberty costs up to £25,000 in the aggregate Court attendance costs up to £10,000 in the aggregate 	 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

Directors & Officers Liability Insurance (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
	 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

Significant Features and Benefits	Significant Exclusions or Limitations
Limit of Indemnity - Standard £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.	
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 £5,000,000 or the amount stated in the policy schedule which ever is the lower.	

Commercial Legal Expenses

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

Commercial Legal Expenses (continued)

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

Commercial Legal Expenses (continued)

Significant Features	and Benefits	Significant Exclusions or Limitations
legal action ag	00,000 for any one claim to take gainst another person who causes bodily injury whilst you are engaged ss.	 Personal injury disputes between you and any employee(s). Any illness or injury arising from a gradually operating cause.
of the salary o	,000 for any one claim in respect r wages of an employee that you ck from the court if that employee has	
you to take leg dispute with a in respect of a service, supply or purchase of relating to the	a and Disputed Debt 00,000 for any one claim to enable gal action or defend yourself in a manufacturer or supplier or customer contract for the sale, purchase, hire, or repair of goods or the supply a service. This includes a dispute payment or receipt of money and oder the terms of a contract.	 Any dispute where a claim is brought against you caused by or arising from the provision of goods or services relating to the construction, alteration or repair of any building, or part of that building, or structure. Any dispute relating to computer hardware, software, systems or services designed or adapted specifically for your business. Any dispute relating to a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement. Any dispute relating to your legal right to own, occupy or use any land or building or any benefit or alleged benefit attaching to the land. Any dispute relating to the ownership, possession, hiring or use of motor vehicles. For disputed debt claims only, any claim which is not made within 90 days of the money becoming due and payable.

Commercial Legal Expenses (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
 11 Residential Lettings Cover of up to £50,000 for any one claim to enable you to take legal action in a dispute with a residential tenant in respect of: the non-payment of rent by the residential tenant physical damage to your property caused by the residential tenant resulting in proven financial loss to you you withholding part, or all of the tenancy deposit at the end of the residential letting tenancy agreement where the tenancy deposit has no legal requirement to be held in accordance with the requirements of the tenancy deposit scheme. The following special conditions are applicable to the Residential Lettings cover: you must keep to all conditions of any mortgage you have on the property and the residential letting tenancy agreement. you must obtain the following from each residental tenant before the residential letting tenancy agreement begins: one satisfactory financial or credit reference and one other satisfactory written reference a tenancy deposit equal to at least one month's rent. ensure that a detailed inventory of the contents and condition of the property is prepared and signed by the insured and the residential tenant. 	 Any claim where the amount in dispute is less than £250 at any time. Any dispute which happens within 3 months of the start of this policy unless the residential letting tenancy agreement began after this policy section started. Any claim arising out of a contract you have with any person or organisation other than the residential tenant. Any claim that you fail to notify to us within 2 months of the first occurrence of any cause, event or circumstance that gives rise to the claim. Any claim where there is more than one residential tenant in the property and they're not held equally and jointly responsible for keeping to the terms of the residential letting tenancy agreement.

Commercial Legal Expenses (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Applying to all sections of the Commercial Legal Expenses	Section Limit A limit of £1,000,000 for all claims which first occurred during the Period of Insurance applies under this section.
	Section Exclusions
	 Legal Expenses incurred without the Insurer's written consent. Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance incurred before the Insurer's written Consent and acceptance of a Claim. Claims which do not arise from or relate to the Business, other than Jury Service Allowance. Claims by the Insured Person in respect of any event occurring prior to or existing at inception of this Section which they knew, or ought reasonably to have known about. Claims the Insured fail to notify to the Insurer within 6 months of the date of occurrence, or as soon as reasonably practicable providing there has been no prejudice to the Insurer. Claims arising out of a deliberate or reckless act by the Insured Person or where they have failed to take reasonable 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.

Commercial Legal Expenses (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Additional Benefits applicable to all policyholders	
 Lawphone Access to Lawphone to give advice, 24 hours a day, 365 days a year, on any business legal matter. We may record the calls to protect you. 	 Advice is only available over the telephone. Advice only relates to your company's legal problems. Advice will always be in accordance with the laws of Great Britain and Northern Ireland.
 Allianz Legal Online Access to Allianz Legal Online which provides business support to help you produce legal paperwork in connection with your business. 	 This service is only available on the internet. The legal paperwork and guidance will always be in accordance with the laws of Great Britain and Northern Ireland.
Additional Services available to all policyholders	
Undisputed Debt Recovery Service Access to this service which will pursue debts arising out of a contract and which are not disputed by the person or organisation that owes them to your business. The service is provided by DWF LLP for undisputed debts within England and Wales, and Jackson Boyd Solicitors for undisputed debts within Scotland.	 The legal action to recover the debt must be able to be taken within Great Britain. The amount of the undisputed debt must be at least £250. We will not cover any fees or expenses necessary to recover the undisputed debt. These fees and expenses will be confirmed to you before any work is undertaken to recover the undisputed debt. This service does not apply where the person or organisation that owes the debt to your business has a realistic chance of defending the legal action you take to recover that debt.
Solicitor Employment Support Service This service will provide you with the use of a solicitor to carry out a redundancy programme on your behalf. This service is available if the Lawphone advisor decides you would benefit from this service and is provided by DWF LLP.	• There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy.
 Crisis Response This service will provide you with access to: a range of services to provide support to prepare for, and deal with, a business crisis. crisis management training, reviews and a bespoke crisis management plan. This service is provided by DWF LLP 	 There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy.

Commercial Legal Expenses (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Additional Services available to all policyholders	
Specialist Legal Support Service This service will provide you with access to a specialist solicitor if:	• There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy.
 Lawphone is unable to assist with the legal problem because it is specialist in nature; or the claim is not covered by the legal expenses section; or you require a full legal review of your business. 	
This service is provided by DWF LLP.	

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

Additional information (continued)

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 Telephone: 0344 412 9988

For Liability and Accident claims Telephone: 0344 893 9500

 For Engineering claims

 Telephone:
 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 other than for Cyber claims Telephone: **0345 604 9824**

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

Allianz addresses for claims correspondence

For all claims: Claims Division Allianz Insurance plc PO Box 10509 51 Saffron Road Wigston LE18 9FP

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

Allianz - ALP PO Box 10623 Wigston LE18 9HJ

Telephone: 0370 241 4140 Lines are open 24 hours a day, 365 days a year.

Additional information (continued)

Cancellation Rights

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

How do I make a complaint?

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

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

Alternatively:

Telephone: **01483 552438** Email: acccsm@allianz.co.uk

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

The Financial Ombudsman Service Exchange Tower London E14 9SR

Website: <u>financial-ombudsman.org.uk</u> Telephone: **0800 023 4567** or **0300 123 9123** Email: complaint.info@financial-ombudsman.org.uk

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 <u>fscs.org.uk</u>, 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 & 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.

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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