



# Commercial Select policy overview



Chartered

# Contents

Thank you for choosing Allianz Insurance plc. We 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.



## 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.

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# Introduction

## What is Commercial Select?

Commercial Select will cover you for 12 months and is annually renewable. Start and end dates of the Policy are detailed in the Policy Schedule. It is designed to cover the main insurance needs of a business. Most covers are optional for your selection and the covers available are listed below. The policy is underwritten by Allianz Insurance plc.

### Covers Available:

- Property Damage 'Specified Events'
- Business Interruption 'Specified Events'
- Money, Goods in Transit, and Specified "All Risks"
- Computer
- Engineering – Machinery Damage Section and Business Interruption
- Employers Liability, Public and Products Liability and Liability Excess of Loss
- Director and Officers Liability
- Professional Indemnity
- Fidelity
- Accident and Business Travel
- 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 buildings, machinery, fixtures and fittings and your stock.

#### 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 as a result of someone using force and violence to get into your premises including any damage they cause, Subsidence and Escape of Oil from any fixed heating installation – each as selected by you and agreed to by us.

## Business Interruption

Your business will be interrupted and your profit or revenue 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

Gross Profit is most suitable for businesses producing or selling goods.

Gross Revenue is for businesses supplying a service such as sports and social clubs. There are covers available which may be suitable for you, e.g. Income, Rent or Additional Cost of Working.

Cover is on a specified Events basis, as described under Property Damage.

### Money

Insures your money for accidental loss or theft at your premises during business hours and overnight and whilst you are taking it to and from your bank or post office. Includes damage to your safe and theft by your employees which you discover within 15 working days. Also covers you and your employees if you are assaulted and injured whilst carrying your money.

### Own Goods in Transit

Insures your stock for accidental loss, damage, fire or theft, whilst in transit anywhere in the United Kingdom. Covers stock in your own vehicles, when carried by road hauliers or by rail or post.

### Specified All Risks

Accidental loss or damage to specified items within the UK, EU or worldwide.

**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.

**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.

**Engineering – Business Interruption**

Provides cover for financial loss resulting from interruption or interference with your business caused by sudden and unforeseen damage to plant or machinery. Cover options available:

- Loss of Estimated Gross Profit
- Loss of Estimated Revenue

**Public and Products Liability**

Public liability insures your legal liability to pay compensation to members of the public if they are injured or their property is damaged as a result of an accident caused by you or your employees while working for you. Cover also includes financial loss resulting from nuisance, trespass, obstruction or interference with any right of way, light, air or water.

Cover applies in the United Kingdom and any other member country of the European Union. It also applies elsewhere in the world in respect of work by you or your employees who are working temporarily abroad (restricted to non-manual work in respect of USA/ Canada).

You may select the limit of indemnity.

You may include Products Liability cover. This insures your legal liability to pay compensation to members of the public if they are injured or their property is damaged as a result of an accident caused by your products.

You may select the limit of indemnity.

**Public and Products Liability – Excess of Loss**

Awards for injuries and damage continue to rise, and limits of indemnity under Public/Products liability products once considered as being adequate are now failing to keep pace.

In addition, some businesses will require high limits due to the nature of their activities, the products they produce or the work or services they undertake. A high limit may be required in order to undertake a specific large scale contract or project and contractual requirements for high limits are commonplace in the contracting trades. Product manufacturers may also need to consider that the limit of indemnity for Products Liability insurance is normally aggregated and the limit may become exhausted very quickly should the product cause multiple claims.

However, most insurers are reluctant to provide high indemnity limits beyond certain levels, and additional layers of insurance cover – Excess of Loss – from other insurers are frequently sought to build up the total amount of cover available.

Our Excess of Loss cover is specifically designed to both meet the needs of such businesses and to be easily incorporated into their overall insurance programme.

**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 or illness) 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.

### **Fidelity Insurance**

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

### **Personal Accident Insurance**

The cover provides for compensation for an accident which results in death or disablement.

A range of capital sums and weekly benefits can be tailored to meet your needs. A wide range of extensions are automatically added to the base level of cover and a comprehensive range of telephone helplines are included too.

### **Business Travel**

The cover can provide for compensation arising out of an accident during a journey which within 12 months results in death or disablement.

Cover can include medical expenses incurred as a direct consequence of death, injury, illness or compulsory quarantine during a journey outside of the UK.

Other features can include cancellation and curtailment, personal possessions and personal money, personal liability, hijack, political evacuation and legal expenses. A comprehensive range of telephone helplines are included too.

### **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
- 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 Employment, Taxation Proceedings, Damage to Premises, 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, includes:

- 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.



### Professional Indemnity

Professional Indemnity insurance provides protection from costs incurred as the result of professional negligence.

Professional Indemnity insurance should be considered by any business or person who provides services such as advice, design, or offers their skills or knowledge services in a professional capacity.

Professionals can owe a duty of care to anybody who might reasonably rely upon the service or advice they have provided. Where high standards of service and advice are not met, a client is more inclined to resort to litigation. Professional Indemnity insurance is designed to provide protection against such claims, providing an indemnity for damages which are awarded against the business, compensation for legal costs in defending a claim, and for litigation costs awarded should a defence prove unsuccessful.

We offer 11 tailored policy wordings designed to comply with professional bodies' requirements which are:

- Accountants
- Architects
- Construction
- Engineers
- Insurance Brokers
- Management Consultants
- Media
- Miscellaneous
- Recruitment Consultants
- Surveyors
- Technology and Telecommunications.

### What is Cyber insurance?

Our Cyber Select Insurance policy is designed to provide comprehensive cover to ensure a company is fully protected in the event of data loss or a cyber security incident. The policy provides a full suite of third party and first party covers as well as all the costs typically associated with a cyber incident.

The policy is underwritten by Allianz Insurance plc.

### 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.

We can also cover you for Commercial Vehicles and Private Cars, and Marine Cargo. Your insurance adviser will be pleased to tell you about these.

# Covers Available

## Property Damage Events

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>Contents</b> – cover includes computer records, money up to £1,000, personal effects of employees and directors up to £1,000.</p> <p><b>Inflation Provision</b> – sums insured are index linked. Alternatively you may select the Day One Reinstatement basis of settlement.</p> <p><b>Services</b> – cover provided for damage to services including telephone, gas, water and electricity instruments, piping, cabling etc.</p> <p><b>Alterations and Additions</b> – limit up to £1,000,000.</p> <p><b>Locks and Keys</b> – covers the cost of replacing locks and keys limit £25,000 any one claim.</p> <p><b>Metered Utilities</b> – covers charges incurred as a consequence of damage up to £25,000 any one claim.</p> <p><b>Exhibitions</b> – covers property whilst at any exhibition up to £25,000 any one exhibition.</p> <p><b>Trace and Access</b> – covers the cost of locating the source of escape of water or fuel oil from any tank, apparatus or pipe and subsequent making good of damage up to £25,000 any one claim.</p> <p><b>Landscaped Grounds</b> – covers the cost, up to £25,000 of restoring landscaped grounds to their original appearance following damage at the premises.</p> <p><b>Automatic Reinstatement</b> – 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.</p> <p><b>European Union &amp; Public Authorities (and Undamaged Property)</b> – cover includes the cost of complying with European Union &amp; Public Authorities requirements. Including the costs relating to undamaged portions of the buildings subject to a 15% limit.</p>	<ul style="list-style-type: none"> <li>• Explosion due to bursting of non domestic steam boilers, or other steam apparatus</li> <li>• Malicious damage, freezing or escape of water in any unoccupied building</li> <li>• 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</li> <li>• Theft, storm, tempest or flood to fences and gates and movable property in the open</li> <li>• Acts of fraud or dishonesty by any partner, director, or employee</li> <li>• Disappearance, unexplained or inventory shortage or filing or misfiling of information</li> <li>• Frost, wear and tear, gradual deterioration, inherent vice, latent defect</li> <li>• Rot, mildew, rust, corrosion, insects, woodworm, vermin</li> <li>• Dyeing, cleaning, repair, renovation, marring or scratching</li> <li>• Damage attributable to changes in water table level</li> <li>• Electrical or mechanical breakdown, failure or derangement</li> <li>• Faulty or defective design workmanship or materials</li> <li>• Changes in temperature, dampness, dryness, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish</li> <li>• Damage to any property resulting from its undergoing any process</li> <li>• Operational error or omission by you or any employee</li> <li>• Damage due to pollution or contamination</li> <li>• Property in transit</li> <li>• Terrorism</li> <li>• Cyber Event</li> <li>• Contagious and Infectious Disease</li> </ul> <p><b>The Excess</b> Please refer to your policy schedule.</p>

# Covers Available (continued)

## Property Damage Events (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>Removal of Debris</b> – 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.</p> <p><b>Professional Fees</b> – cover includes architect’s, surveyor’s, managing agent’s, legal and consulting engineer’s professional fees incurred following a loss.</p> <p><b>Index Linking</b> - the sum insured will be adjusted to take into account inflation, and will be automatically increased at each renewal date.</p> <p><b>Contracting Purchaser’s Interest</b> – cover for buildings in the period between exchange of contract and completion.</p> <p><b>Fire Extinguishers and Sprinklers</b> – cost of refilling, recharging risk protection, equipment up to £25,000.</p> <p><b>Inadvertent Omission to Insure</b> – provides cover for buildings and contents which have been inadvertently left uninsured up to £1,000,000.</p> <p><b>Theft Damage to Buildings</b> – cover for damage to occupied buildings by theft. An excess, normally £500, will apply to this cover”</p> <p><b>Leased and Rented Premises</b> – where as a tenant or lessee you may be legally liable for buildings and fixtures/ fittings but which under the terms of the agreement are insured elsewhere. Cover extends to provider difference in conditions or limits over such specific insurance up to £1,000,000.</p> <p><b>Unauthorised use of Supplies</b> – the unauthorised use of electricity, gas, water or other metered supplies is covered up to an amount of £25,000 in respect of occupied properties.</p> <p><b>Property Stored</b> – stock cover extends to include storage elsewhere than at your premises, up to £250,000.</p>	<p><b>Subsidence</b></p> <ul style="list-style-type: none"> <li>• If operative subsidence cover will exclude:</li> <li>• Damage to surfaced areas, walls, gates and fences, and various specified items unless the building is also damaged</li> <li>• The settlement or movement of made up ground</li> <li>• Coastal or river erosion</li> <li>• Defective design or workmanship or the use of defective materials</li> <li>• Damage which commenced prior to inception of this cover</li> <li>• Damage as a result of demolition, excavation or other building work</li> <li>• A minimum excess of £1,000</li> </ul> <p><b>Conditions – Unoccupied Buildings</b> 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.</p> <p><b>Theft Cover – Conditions</b> You must ensure that the premises are kept secure and in a good state of repair. Whenever the premises are closed for business all keys including duplicate keys must be removed from the premises.</p> <p><b>Intruder Alarm Condition</b> If your premises are protected by an Intruder Alarm Installation certain important conditions relating to the operation of such system will apply.</p>



## Covers Available (continued)

### Property Damage Events (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>Undamaged Tenants Improvements</b> – if following damage your lease is terminated and you cannot legally remove your own fixtures and fittings, cover extends to include their value, up to £100,000.</p> <p><b>Loss Minimisation and Prevention Expenditure</b> – cover includes costs you incur with our consent to prevent or reduce imminent impending damage, up to £25,000 any one claim.</p> <p><b>Further Investigation Expenses</b> – cover includes investigation costs incurred by you with our consent to establish whether buildings adjacent to those damaged are also damaged, up to £5,000.</p> <p><b>Moulds, Tools and Dies</b> – cover includes moulds, tools and dies belonging to you or for which you are responsible whilst anywhere in the UK including in transit, up to £250,000.</p>	

### Business Interruption and Book Debts

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>Basis of settlement available:</b></p> <ul style="list-style-type: none"> <li>• Gross Profit or Estimated Gross Profit</li> <li>• Gross Rent or Estimated Gross Rent</li> <li>• Revenue or Estimated Revenue</li> <li>• Income or Estimated Income</li> <li>• Additional Cost of Working</li> </ul> <p>The Estimated basis of settlement provides a limit of liability of 133.33% of the Estimated Gross Profit, Rent, Revenue or Income giving inflation protection.</p>	<ul style="list-style-type: none"> <li>• Exclusions as shown under the Material Damage section, except explosion of a steam boiler or economiser which is covered</li> <li>• The deliberate act of a supply undertaking of water, gas, electricity, fuel or telecommunications services is excluded</li> <li>• Erasure, loss, distortion or corruption of information on computer systems or other records, programs or software are excluded</li> <li>• Cyber Event general exclusion</li> <li>• Contagious and Infectious Disease general exclusion.</li> </ul>

## Covers Available (continued)

### Business Interruption and Book Debts (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>The following extensions can be added to if required:</b></p> <ul style="list-style-type: none"> <li>• Suppliers – provides for a limit up to £100,000 at unnamed suppliers premises.</li> <li>• Customers – provides for a limit up to £100,000 at unnamed customers premises.</li> <li>• Contract Sites – provides a limit up to £100,000 for any one location.</li> <li>• Property Stored – provides a limit up to £100,000 for property stored.</li> <li>• Transit – provides a limit up to £100,000 for property whilst in transit.</li> <li>• Exhibition Sites – provides for a limit up to £25,000 for any one exhibition site.</li> <li>• Moulds, Tools and Dies – provides cover anywhere in the UK including in transit, up to a limit of £25,000.</li> <li>• Supply Undertakings – provides cover arising from damage at the premises of electricity, gas, water or telecommunications services, up to £10,000,000.</li> <li>• Denial of Access – provides cover should property in the vicinity of the premises be damaged and access is prevented or hindered.</li> <li>• Book Debts – provides cover, up to a limit of £250,000, for outstanding debit balances.</li> <li>• 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 £25,000 applies.</li> </ul>	<p><b>Material Damage Requirement</b> Liability must have been admitted under the Property Damage insurance for there to be a Business Interruption claim</p> <p><b>Conditions – Estimated Basis of Settlement</b> A declaration of the amounts actually earned must be made to us within 6 months after each period of insurance</p> <p><b>Conditions – Book Debts</b> Monthly records must be kept and a copy stored away from your premises</p>

# Covers Available (continued)

## Money

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>Standard Cover includes the following:</b></p> <ul style="list-style-type: none"> <li>Safes and Strong rooms – provides cover for loss or damage as a result of theft or attempted theft of or to safes, strong rooms (£10,000 limit), bags, containers (its value at the time of loss), clothing and personal effects (£500 limit any one person) belonging to you or any partner or employee following assault or violence.</li> <li>Personal Assault Extension – provides compensation in the event of an insured person being injured as a direct result of theft or attempted theft of money involving assault or violence or the threat of assault or violence. The benefits are as follows: <ul style="list-style-type: none"> <li><b>a</b> Death <b>£25,000</b></li> <li><b>b</b> Loss of one or more limbs and/or sight of one or both eyes <b>£25,000</b></li> <li><b>c</b> Permanent Total Disablement <b>£25,000</b></li> <li><b>d</b> Temporary Total Disablement – per week (maximum 104 weeks) <b>£100</b></li> <li><b>e</b> Temporary Partial Disablement – per week (maximum 104 weeks) <b>£50</b></li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Loss due to the dishonesty of any partner, director or employee, not discovered within 15 days of its happening</li> <li>Damage to any machine that uses coins, notes or tokens</li> <li>Loss from any unattended vehicle</li> <li>Shortage due to error or omission</li> <li>Loss or shortage due to depreciation currency fluctuations consequential loss or damage of any kind or description</li> <li>Loss resulting directly or indirectly from forgery, fraudulent alteration or substitution, fraudulent use of a computer or electronic transfer</li> <li>Loss resulting from use of any form of payment which proves to be counterfeit false invalid uncollectable irrecoverable for any reason</li> <li>Loss insured or insurable under a Fidelity policy</li> <li>Terrorism</li> <li>Cyber Event</li> <li>Contagious and Infectious Disease.</li> </ul> <p><b>The Excess</b> Please refer to your policy schedule.</p> <p><b>Conditions</b></p> <ul style="list-style-type: none"> <li>Whenever the premises are closed for business the safe keys must be removed from the premises.</li> <li>Money in transit must be accompanied as specified in the policy.</li> </ul> <p><b>Intruder Alarm Conditions</b> If your premises are protected by an Intruder Alarm Installation certain important conditions relating to the operation of such system will apply.</p>

# Covers Available (continued)

## Own Goods in Transit

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>Standard cover includes the following:</b></p> <ul style="list-style-type: none"> <li>• Clothing and Personal Effects – provides cover for loss or damage to clothing and personal effects, up to a limit of £500 per person.</li> <li>• Sheets and Ropes – cover includes sheets, ropes, packing materials and the like.</li> <li>• Substitute Vehicles – provides for cover on a substituted vehicle whilst own vehicle is undergoing service or repair.</li> <li>• Transhipment and Debris Removal – includes transhipment and recovery of goods following collision or overturning of the vehicle and removal of debris.</li> <li>• FOB conditions – up to 30 days from the commencement of transit</li> </ul>	<ul style="list-style-type: none"> <li>• Loss or damage due to: <ul style="list-style-type: none"> <li>– depreciation, contamination or deterioration unless caused by accident to the vehicle</li> <li>– inherent vice, leakage or loss in weight or volume</li> <li>– bruising, scratching, chipping, denting, rust, oxidisation or discolouration</li> <li>– default in packing or addressing of any parcel or package</li> <li>– pollution or contamination</li> <li>– delay or loss of market confiscation or detention by customs or other officials or consequential loss of any kind</li> </ul> </li> <li>• Theft from any vehicle left unattended, unless the vehicle has all points of access closed and secured by all the locks and other protections fitted and all the keys are removed</li> <li>• Jewellery, precious stones or metals, bullion, furs, works of art, livestock, securities, stamps, documents, manuscripts, business books, plans or designs, livestock or your own machinery or plant</li> <li>• Insufficiency or insuitability of packing or preparation</li> <li>• Terrorism</li> <li>• Cyber Event</li> <li>• Contagious and Infectious Disease</li> </ul> <p><b>The Excess</b> Please refer to your policy schedule.</p> <p><b>Conditions</b></p> <ul style="list-style-type: none"> <li>• You must take all reasonable care in the selection of honest and competent employees, and maintain vehicles in a roadworthy condition.</li> <li>• Vehicle security protections must be maintained in working order and set or secured when the vehicle is unattended.</li> </ul>

# Covers Available (continued)

## Specified All Risks

Significant Features and Benefits	Significant Exclusions or Limitations
<p>The cover provides for accidental loss or destruction of or damage to specified items within the Territorial Limits of the UK, EU or world-wide.</p> <p><b>The maximum amount payable for any one claim is:</b></p> <ul style="list-style-type: none"> <li>the total sum insured or</li> <li>for each item its individual sum insured at the time of damage.</li> </ul>	<ul style="list-style-type: none"> <li>Loss due to any person obtaining any property by deception</li> <li>Frost, wear and tear, gradual deterioration, inherent defect</li> <li>Rot, mildew, rust, corrosion, insects, woodworm, vermin</li> <li>Dyeing, cleaning, repair, renovation, marring or scratching</li> <li>Electronic, electrical or mechanical breakdown, failure or derangement</li> <li>Faulty manipulation, design, plan, specification or materials</li> <li>Pollution or contamination</li> <li>Consequential loss or market depreciation</li> <li>Loss or damage outside of the territorial limits – see your policy schedule</li> <li>Terrorism</li> <li>Cyber Event</li> <li>Contagious and Infectious Disease</li> </ul> <p><b>The Excess</b> Please refer to your policy schedule.</p> <p><b>Intruder Alarm Conditions</b></p> <ul style="list-style-type: none"> <li>If your premises are protected by an Intruder Alarm Installation certain important conditions relating to the operation of such system will apply.</li> <li>Vehicle security protections must be maintained in working order and set or secured when the vehicle is unattended.</li> </ul>



# Covers Available (continued)

## Computer

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>This cover provides for:</b></p> <p><b>Computer Equipment – Cover One</b> All Risks cover including residual breakdown to:</p> <ul style="list-style-type: none"> <li>• installed and portable computer equipment</li> <li>• laptops, digital cameras and projectors</li> <li>• personal digital assistants (PDA's) but excluding mobile devices where the sole or primary function of the item is to make/send and receive telephone calls and SMS messages</li> <li>• auxiliary equipment including environmental control and voltage regulation equipment</li> <li>• Territorial Limits</li> <li>• Great Britain, Northern Ireland, Isle of Man and the Channel Islands</li> <li>• World-wide extension for portable equipment.</li> </ul> <p><b>Computer Media – Cover Two</b> All Risks (including corruption and full breakdown) to data carrying materials including computer programs/software and recompilation of information from other records</p> <ul style="list-style-type: none"> <li>• Territorial Limits; Worldwide.</li> </ul> <p><b>Additional Expenditure – Cover Three</b> Increased cost of working incurred during the selected indemnity period following:</p> <ul style="list-style-type: none"> <li>• All Risks to insured property detailed above</li> <li>• Physical damage to telecommunications system</li> <li>• Failure/fluctuation of electricity supply</li> <li>• Denial of access</li> <li>• Territorial Limits; Worldwide except for failure of any telecommunications system used in connection with the Insured Property which must be as a result of accidental physical loss or destruction of or damage occurring within Great Britain Northern Ireland Isle of Man and the Channel Islands.</li> </ul>	<ul style="list-style-type: none"> <li>• Equipment controlling any manufacturing process</li> <li>• The policy excess</li> <li>• Loss or damage recoverable under a maintenance agreement</li> <li>• Deliberate acts of supply authorities</li> <li>• Programming errors/design defects and inventory losses</li> <li>• Terrorism</li> <li>• Virus and Hacking</li> <li>• Breakdown of non-maintained computer equipment</li> <li>• Unproven software and the value of data to the Insured</li> <li>• Incorrect storage of Computer Media</li> <li>• For Cover Three the first 48 hours if no maintenance agreement is in force</li> <li>• Computer Date Recognition</li> <li>• Cyber Event general exclusion</li> <li>• Contagious and Infectious Disease general exclusion</li> </ul> <p><b>Conditions</b> You must:</p> <ul style="list-style-type: none"> <li>• back-up data records and where possible store off site with duplicate copies</li> <li>• keep up to date records of values at risk and provide to us annually by declaration</li> </ul> <p><b>Intruder Alarm Condition</b> If your premises are protected by an Intruder Alarm Installation certain important conditions relating to the operation of such system will apply.</p>

## Covers Available (continued)

### Computer (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>Standard cover includes the following:</b></p> <ul style="list-style-type: none"> <li>• Debris removal and Professional fees</li> <li>• Portable Equipment Worldwide; £100,000 in the Territorial Limits or EU, £50,000 outside the Territorial Limits or EU</li> <li>• Expediting Costs £50,000</li> <li>• Investigation Costs £50,000</li> <li>• Additional Equipment; up to £350,000</li> <li>• Recharging of Gas Reservoirs £50,000</li> <li>• Damage to Security Devices £50,000 or 10% of the Cover One sum insured whichever is the less</li> <li>• Additional Lease/Rental costs £50,000</li> <li>• Accountants Fees £50,000</li> <li>• Incompatibility of Computer Media £50,000</li> <li>• Research &amp; Development Costs £25,000 or 20% of the Cover Two Limit of Liability whichever is the less</li> <li>• Loss of Interest 10% of the limit for Cover Three</li> <li>• Waste Disposal Cost £25,000</li> <li>• Security Guard cost up to £10,000</li> <li>• Automatic Reinstatement</li> <li>• Inadvertent omissions</li> </ul>	

# Covers Available (continued)

## Engineering – Machinery Damage

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>This cover provides for:</b></p> <p><b>Sudden and Unforeseen Damage – Cover One</b> Cover for sudden and unforeseen damage, including (Breakdown Explosion/Collapse as defined) and accidental damage.</p> <p><b>Own Surrounding Property (Pressure Plant) – Cover Two</b> 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.</p> <p><b>Territorial Limits</b></p> <ul style="list-style-type: none"> <li>• Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.</li> </ul> <p><b>Standard cover includes the following:</b></p> <ul style="list-style-type: none"> <li>• Public Authorities requirements</li> <li>• Debris Removal</li> <li>• Additional Plant to section limit</li> <li>• Temporary removal up to £100,000</li> <li>• Additional Costs up to £25,000</li> <li>• Claim Preparation Costs up to £5,000</li> <li>• Hired in Plant/Hire Costs up to £20,000</li> <li>• 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</li> <li>• Avoidance of Impending Damage</li> <li>• Payment on Account</li> <li>• Claims investigation cost up to £25,000</li> </ul>	<ul style="list-style-type: none"> <li>• Scratching</li> <li>• Overload or abnormal conditions</li> <li>• Contagious and Infectious Disease</li> </ul> <p><b>Conditions</b> You must:</p> <ul style="list-style-type: none"> <li>• take all reasonable precautions to safeguard the insured property against loss or damage</li> <li>• keep up to date records of values at risk and provide this information to us annually by declaration.</li> </ul> <p>In addition:</p> <ul style="list-style-type: none"> <li>• average will apply where the value of machinery declared is less than 85% of the new replacement value of the machinery.</li> </ul>

# Covers Available (continued)

## Engineering – Business Interruption

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>This cover provides for:</b></p> <ul style="list-style-type: none"> <li>• Business Interruption following sudden and unforeseen damage including breakdown and collapse</li> <li>• Basis of Settlement Available</li> <li>• Estimated Gross Profit</li> <li>• Estimated Revenue</li> </ul> <p>Cover provides a limit of liability of 133.3% of the estimated sum insured</p> <p><b>Standard cover includes the following:</b></p> <ul style="list-style-type: none"> <li>• Claims Preparation Costs £10,000</li> </ul>	<ul style="list-style-type: none"> <li>• Perils commonly covered under a property policy such as fire, explosion, lightning, flood, theft, etc are excluded</li> <li>• The Time Exclusion or Excess</li> <li>• Wear and tear, gradual deterioration</li> <li>• Expendable items such as cutters, bits, tools, moulds, driving belts, etc</li> <li>• Damage to protective devices</li> <li>• Damage to property arising from multiple lifting operations</li> <li>• Vessels, craft, vehicles, rigs, platforms or devices</li> <li>• Other consequential losses such as penalties for delay, guarantees of performance or loss of use</li> <li>• Breakdown of new plant</li> <li>• Pollution and Contamination</li> <li>• Terrorism and Cyber Event</li> <li>• Application of tools</li> <li>• Computer date recognition</li> <li>• Scratching</li> <li>• Contagious and Infectious Disease</li> </ul> <p><b>Conditions</b></p> <p>A declaration of the Gross Profit or Gross Revenue actually earned must be made to us within 6 months after each period of insurance.</p>

# Covers Available (continued)

## Public and Products Liability

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Limit of Indemnity - as selected by you up to £5m. The amount relates to:</p> <ul style="list-style-type: none"> <li>• One claim or series of claims arising out of one occurrence</li> <li>• All claims any one period of insurance arising out of products supplied</li> <li>• All claims any one period of insurance for pollution or contamination.</li> </ul> <p><b>Territorial Limits</b></p> <ul style="list-style-type: none"> <li>• the United Kingdom</li> <li>• in respect of Injury, loss or damage caused by or arising from <ul style="list-style-type: none"> <li>i manual and non-manual work occurring during any temporary visit or journey anywhere in the world (other than the United States of America or Canada) and</li> <li>ii non-manual work occurring during any temporary visit or journey to the United States of America or Canada</li> </ul> </li> </ul> <p>by any partner, director or Employee of the Insured normally resident within the United Kingdom</p> <ul style="list-style-type: none"> <li>• anywhere in the world in respect of Products</li> </ul> <p><b>Legal and other Costs and Expenses</b></p> <p>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</p> <p><b>Health and Safety at Work – Legal Defence Costs</b></p> <p>Covers legal defence costs arising out of the Health &amp; Safety at Work Act 1974.</p> <p><b>Court Attendance Compensation</b></p> <p>Covers attendance as a witness in connection with a claim:</p> <ul style="list-style-type: none"> <li>• Director/partner     £750 for each days' attendance</li> <li>• Employee             £250 for each days' attendance</li> </ul>	<ul style="list-style-type: none"> <li>• Injury to any employee</li> <li>• loss of or damage to property belonging to you or in your charge or control except premises occupied by you for temporary work</li> <li>• 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</li> <li>• 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</li> <li>• Liability arising out of error or omission in any advice, design, formula, specification, inspection, certification or testing performed for a fee</li> <li>• In respect of injury, loss or damage arising from products: <ul style="list-style-type: none"> <li>• liability which attaches solely under the terms of an agreement</li> <li>• Installed or incorporated in aircraft or spacecraft</li> <li>• Claims made in any country outside the European Union if you have premises or representation in that country</li> </ul> </li> <li>• Injury, loss or damage arising from manual work carried out away from the premises, and undertaken in the United States of America or Canada</li> <li>• Loss or damage to contract works undertaken under a contract or liability under JCT Contract Clause 6.5.1</li> <li>• Injury, loss or damage arising from products exported to the USA or Canada</li> <li>• Any liability in respect of pollution or contamination: <ul style="list-style-type: none"> <li>• In the USA or Canada</li> <li>• Elsewhere unless due to a sudden, identifiable, unintended and unexpected incident</li> </ul> </li> <li>• Fines, penalties or liquidated, aggravated, punitive or exemplary damages</li> <li>• Work on an offshore installation or travelling to or from</li> <li>• Cyber Event exclusion</li> </ul>



## Covers Available (continued)

### Public and Products Liability (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>Corporate Manslaughter and Homicide</b> 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.</p>	<p><b>Data Protection Act</b> The limit of indemnity provided under our Data Protection Act 2018 section 168 extension is £2,000,000, or the Policy limit of indemnity whichever is lower.</p> <p><b>Terrorism Cover</b> Cover for acts of Terrorism is limited to £5M or the amount stated in the policy schedule which ever is the lower.</p> <p><b>The Excess</b> Please refer to your policy schedule.</p>

### Liability Excess of Loss

Significant Features and Benefits	Significant Exclusions or Limitations
<ul style="list-style-type: none"> <li>• Provides an additional limit of indemnity operating in excess of the limit provided by the underlying insurance cover.</li> <li>• Covers Legal Liability in accordance with the terms of the underlying insurance, provided             <ul style="list-style-type: none"> <li>– that the insurers of the underlying insurance have admitted liability or agreed to pay the full amount of the Underlying Limit</li> <li>– the underlying insurance is maintained in full during the currency of this cover</li> </ul> </li> <li>• Provides cover should the limit under the underlying insurance be partially or totally exhausted.</li> </ul>	<ul style="list-style-type: none"> <li>• The terms, conditions and exclusions applying to the underlying insurance</li> <li>• Failure of the insurers of the underlying insurance cover</li> </ul> <p><b>Claim Notification Condition</b> Notification to be made where a claim exceeds 50% of the limit applying to the underlying insurance.</p>

# Covers Available (continued)

## Directors & Officers Liability Insurance

Significant Features and Benefits	Significant Exclusions or Limitations
<ul style="list-style-type: none"> <li>• Directors &amp; Officers and company reimbursement cover up to £5,000,000 limit of indemnity on an any one claim basis</li> <li>• Non-executive director cover up to £250,000</li> <li>• Investigation cover costs</li> <li>• Company entity liability cover up to £5,000,000 in the aggregate</li> <li>• Automatic new subsidiary cover for any subsidiary with assets up to £250,000 and/or any of its securities listed on any exchange</li> <li>• Covers wrongful acts committed after any management buy-out for a period of 45 days</li> <li>• Discovery period of 90 days automatically at no additional premium or 12 months at an additional premium of 50% of the full annual premium</li> <li>• 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</li> <li>• 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</li> <li>• Crisis communication consultant briefing session available at no additional charge during the period of insurance</li> <li>• Environmental extension provides defence costs incurred by an insured person for an environmental violation up to £50,000 in the aggregate</li> <li>• Cover for circumstance investigation costs up to £25,000 in the aggregate</li> <li>• Insolvency hearing costs up to £25,000 in the aggregate</li> <li>• Assets and liberty costs up to £25,000 in the aggregate</li> <li>• Court attendance costs up to £10,000 in the aggregate</li> </ul>	<ul style="list-style-type: none"> <li>• 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</li> <li>• 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</li> <li>• Prior and pending litigation arising out of any legal/ arbitral proceedings involving any company or outside entity or any insured person initiated prior to, or pending at the prior/pending litigation date OR any fact, circumstance, situation or event underlying or alleged in such proceeding or alleging or deriving from the same or essentially the same facts regardless of the legal theory upon which the claim against the insured person is predicted</li> <li>• 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</li> <li>• 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</li> <li>• Acknowledged USA company vs. insured arising out of any claim brought or maintained in the United States of America by/on behalf of any company, insured person or outside entity</li> <li>• Offering of securities during the period of insurance provided that this exclusion shall not apply to debt offerings anywhere in the world</li> <li>• 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</li> <li>• Securities attributable to the actual or intended private placement or public offering of any securities</li> </ul>

## Covers Available (continued)

### Directors & Officers Liability Insurance (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
	<ul style="list-style-type: none"> <li>• Professional services for the performance or failure to perform professional services for any person or any act, error or omission</li> <li>• 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</li> <li>• Contractual liability from any actual or alleged contractual liability under any contract or agreement</li> <li>• Pollutants</li> <li>• 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</li> <li>• Insured vs insured claims</li> <li>• Employment practice wrongful act</li> <li>• Bodily injury and property damage</li> <li>• 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</li> <li>• Cyber Event exclusion</li> </ul>

# Covers Available (continued)

## Significant features and benefits

### Professional Indemnity

#### Cover

The following are the significant features and benefits of the Professional Indemnity – Construction section. For full details of the cover provided, please see your Policy Wording and Policy Schedule.

- **Professional Indemnity Insurance** – provides indemnity for losses arising from civil liability (including liability for claimant’s costs and expenses (incurred) arising in connection with your professional services including:
  - breach of professional duty
  - infringement of copyright or intellectual property rights
  - breach of confidentiality
  - defamation
  - other types of civil liability, unless specifically excluded.
- **Insured Person** – cover extends to include you, past and present partners (or members of limited liability partnerships), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy.
- **Fraud and Dishonesty Cover** – liability of your business to any third party resulting from fraudulent or dishonest conduct of any employee unless condoned by a partner or director.
- **Lost Documents Cover** – costs of replacing or restoring documents lost or damaged in transit or in your custody or control up to a maximum of £100,000 in the aggregate during the period of insurance. An excess of £250 applies to this cover, unless an alternative amount is specified in the Policy Schedule.
- **Court Attendance Cover** – if attending court as a witness by any principal, partner, member, director or employee when defending a claim, at a rate of £300 per person per day (£150 per person per day for employees) is applicable.
- **Mitigation Cover** – costs incurred in remediating or mitigating a loss or potential loss that may otherwise result in a claim subject to specific requirements.
- **Specialist Contractors Cover** – claims resulting from any wrongful act of your specialist consultants, designers or sub-contractors engaged in the performance of your professional services. Cover applies provided that you have not waived or otherwise impaired any rights of recourse against such persons.
- **Asbestos Cover** – claims in connection with, based upon or attributable to the presence or release of asbestos containing materials. Cover is subject to a sub-limit of liability of £250,000 any one claim and in the aggregate.
- **Collateral Warranty Cover** – claims arising from any collateral warranties, duty of care or similar agreements provided by you, to the extent that such liability would have attached to you in the absence of such contractual duty, term or agreement.
- **Fitness for Purpose Cover** – claims arising out of any fitness for purpose warranty solely with respect to the design and/or specification of any works. Provided that the fitness for purpose warranty is in accordance with practice conventionally accepted as appropriate at the time of the execution of the works having regard to the size, scope and complexity of the project.

# Covers Available (continued)

## Significant features and benefits

### Professional Indemnity (continued)

- **Health & Safety Legislation Cover** – reasonable costs and expenses incurred with our prior written consent for defence of any proceedings first brought against you under the Health & Safety Legislation by any regulatory body or similar body where in our opinion defending such proceedings could prevent a concurrent or subsequent claim. Provided that we shall not be liable to pay:
  - unless the proceedings shall have arisen from a wrongful act committed by you in the performance of your professional services or
  - where there is a subsequent plea of finding of guilt on the part of you or
  - where in our opinion on the balance of probabilities the proceedings are unlikely to be defended successfully.

Cover is subject to a sub-limit of liability of 80% of the defence costs incurred up to a maximum amount of £250,000 in the period of insurance.

- **Pollution Cover** – claims arising out of the actual, alleged or threatened, sudden or accidental presence, discharge, dispersal, release, migration or escape of pollutants other than asbestos, nuclear or radioactive material of any sort.
- **Joint Ventures Cover** – covers you against liability arising out of your professional services in respect of any joint venture, provided that you have previously declared to us all fees/turnover received from any joint venture subject to specific requirements.
- **Automatic Acquisitions Cover** – extends cover during the period of insurance to include another entity where you obtain control of the composition of the board of directors or more than half of the voting power; or a holding of more than half of the issued share capital subject to specific requirements.
- **Defence Costs Cover** – covers defence costs incurred with our prior written consent.

- **Innocent Non Disclosure Condition** – we will not exercise our rights to avoid the insurance cover for innocent non-disclosure or innocent misrepresentation.
- **Annual renewal** – the insurance cover is a twelve month contract which may be renewed each year subject to your needs and our terms and conditions.

### Standard Exclusions

The following are the significant exclusions that are applied automatically to the policy. Please see your Policy Wording and Policy Schedule for more details of all the exclusions.

### Cover does not include:

- asbestos arising out of, based upon or attributable to:
  - bodily injury resulting from the presence or release or possible release of asbestos or asbestos containing materials in whatever form or quantity; or
  - asbestos inspections carried out by you.
- bodily injury/property damage unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing your professional services
- contractual liability except to the extent such liability would have attached to you in the absence of such contractual duty, term or agreement
- Cyber Event
- failure to make an accurate pre-assessment of the cost of performing your professional services
- claims which should be insured under other types of insurance such as Directors and Officers Liability, Employers Liability and Employment Practice Liability
- Software, mechanical or electrical failure or telecommunications or satellite systems failure outside your direct control
- insolvency, liquidation, administration or receivership of your business
- manufacturing defect in any product
- war or terrorism.



# Covers Available (continued)

## Significant features and benefits

### Professional Indemnity (continued)

- fitness for purpose arising out of, based upon or attributable to any of the following:
  - where the contract for the works has not defined the intended purpose and use of such works;
  - any unforeseen ground conditions;
  - process engineering other than where the process engineering relates to the structured integrity of the works;
  - Pollution; or
  - defective workmanship or materials. This exclusion shall only apply in respect of any fitness for purpose warranty.
- surveys and valuations unless undertaken by, or under the direct supervision of, a properly qualified person.
- adjudications where the adjudicator is not independent or which do not allow for the adjudicator's decision to finally determine the dispute or allow the adjudicator to disregard the legal entitlements of the parties or which place any conditions upon the timing of commencement of proceedings
- previous claims or circumstances
- prior acts (before the Retroactive Date stated in your Policy Schedule)
- trading debt incurred or guarantee given by you for a debt claims brought in the United States of America or Canada

### Claims Made Wording

- this section covers claims first made against you, and/or circumstances that may lead to a claim, notified to us during the period of insurance
- claims or circumstances which might give rise to a claim must be notified to us in writing as soon as reasonably possible and during the period of insurance.

### Adjudications

- must be notified within two working days of your receipt of any notice of intention to adjudicate or at least thirty days before service by you of any notice of intention to adjudicate
- immediate notice must be given to us of an ombudsman's review of a case connected with your professional services.

### Limit of Liability

- the Limit of Liability is specified in the Policy Schedule and applies on an "any one claim" basis without aggregate limitation in the period of insurance (unless stated otherwise in the Policy Schedule)
- Defence Costs are payable in addition to the Limit of Liability (unless stated otherwise in the Policy Schedule).

### Retention

The insurance will be subject to a retention, shown in the Policy Schedule, which is the amount you must contribute towards settlement of a claim. No retention applies to Defence Costs (unless stated otherwise in the Policy Schedule) or Court Attendance Cover.

### Proposal

The proposal and any information supplied by you forms the basis of and is incorporated into the contract of insurance.

# Covers Available (continued)

## Employers Liability

Significant Features and Benefits	Significant Exclusions or Limitations
<p>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.</p> <p><b>Territorial Limits</b></p> <ul style="list-style-type: none"> <li>• The United Kingdom.</li> <li>• Elsewhere in the world for employees resident in the United Kingdom but temporarily employed elsewhere.</li> </ul> <p><b>Legal and other Costs and Expenses</b></p> <p>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.</p> <p><b>Health and Safety at Work – Legal Defence Costs</b></p> <p>Covers legal defence costs arising out of the Health &amp; Safety at Work Act 1974.</p> <p><b>Unsatisfied Court Judgements</b></p> <p>Covers payment of court judgements obtained by employees against third parties for injury sustained at work, if the judgement remains unsatisfied.</p> <p><b>Court Attendance Compensation</b></p> <p>Covers attendance as a witness in connection with a claim:</p> <ul style="list-style-type: none"> <li>• Director/partner     £750 for each days' attendance</li> <li>• Employee             £250 for each days' attendance</li> </ul> <p><b>Corporate Manslaughter and Homicide</b></p> <p>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.</p>	

## Covers Available (continued)

### Fidelity Insurance

Significant Features and Benefits	Significant Exclusions or Limitations
<p>The cover provides for the direct loss of money or goods caused by employee theft, fraud or dishonesty, committed with the clear intent of obtaining an improper gain for themselves, up to the limit selected by you.</p> <p>Employee definition includes temporary agency staff</p> <p>Cover extends to include the costs of rewriting or amending computer programs following the fraudulent use of computer systems.</p> <p>Discovery Period 24 Months.</p>	<ul style="list-style-type: none"> <li>• Losses identified more than 24 months after an employee has left your employment</li> <li>• Losses arising from subsequent acts of fraud or dishonesty by an employee</li> <li>• Loss dependant upon any inventory or profit and loss compilation</li> <li>• Loss of interest, fines, penalties or consequential loss</li> <li>• Cyber Event exclusion</li> <li>• Contagious and Infectious Disease exclusion</li> </ul> <p><b>Conditions</b> Special conditions governing the required standards and systems of check apply, which must be followed if the cover is to operate.</p>

### Personal Accident Section

Significant Features and Benefits	Significant or Unusual Exclusions or Limitations
<p>The policy provides compensation for accidental bodily injury that results in:</p> <ul style="list-style-type: none"> <li>• Death</li> <li>• Loss of Sight, Limb(s), Hearing and Speech</li> <li>• Continental Scale includes Taste, Smell, Organs,</li> <li>• Intellectual Capacity and Scarring</li> <li>• Permanent Total Disablement</li> <li>• Temporary Total Disablement</li> <li>• Temporary Partial Disablement</li> </ul> <p>Cover can operate 24 Hours a day Worldwide or can be limited to Occupational Accident and Commuting. Other options are available.</p>	<p><b>Age Limit</b> The Age Limit for the Personal Accident Section is 80</p> <p><b>The Personal Accident Section does not cover injury arising from:</b></p> <ul style="list-style-type: none"> <li>• Drugs or Alcoholism</li> <li>• Radioactive contamination</li> <li>• Service in the armed forces</li> <li>• War within Europe in which any of the major powers are involved, or United Nations enforcement action.</li> </ul>

# Covers Available (continued)

## Personal Accident Section (continued)

Significant Features and Benefits	Significant or Unusual Exclusions or Limitations
<p><b>Extensions automatically provide cover for:</b> In addition to the Insured Persons described on the policy schedule the following are automatically included</p> <ol style="list-style-type: none"> <li><b>1</b> Visitors and work placement students on the Insured Premises are covered for £30,000 for Death, Permanent Total and Permanent Partial Disability.</li> <li><b>2</b> Spouses and Children of Insured Persons described in the policy Schedule are covered 24 hour a day for £100,000 Quadriplegia and £30,000 for Permanent Total and Permanent Partial Disability.</li> <li><b>3</b> Guests or Contractors on Business Trips are covered for £30,000 for Death, Permanent Total and Permanent Partial Disability.</li> <li><b>4</b> Members of the public attempting to save the life of an Insured Persons described in the policy Schedule are covered for £30,000 for Death, Permanent Total and Permanent Partial Disability.</li> </ol>	<p><b>Section Limits:</b> Up to £25,000,000 for Non-Scheduled Aircraft Accumulations.</p> <p>Up to £25,000,000 for Aircraft Accumulations.</p> <p>Up to £5,000,000 for Nuclear, Biological &amp; Chemical Contamination by Terrorism.</p> <p>Up to £25,000,000 for all other events.</p>
<p><b>Rehabilitation retraining relocation counselling and advice extensions are all in addition to other policy benefits</b></p> <p>The benefits that may form part of a rehabilitation program to either</p> <ol style="list-style-type: none"> <li><b>1</b> assist the Insured Person back to work or</li> <li><b>2</b> assist them into a new post accident life are             <ol style="list-style-type: none"> <li><b>a</b> up to £2,000 for Physiotherapy</li> <li><b>b</b> up to £3,000 for travel to hospital</li> <li><b>c</b> up to £10,000 for commuting to work</li> <li><b>d</b> up to £25,000 for the rehabilitation program</li> <li><b>e</b> up to £75,000 for prosthesis</li> <li><b>f</b> up to £30,000 for parasport equipment</li> </ol> </li> </ol> <p><b>Medical Helpline</b> Free service operating 24 hours a day, 365 days a year.</p>	

## Covers Available (continued)

### Personal Accident Section (continued)

Significant Features and Benefits	Significant or Unusual Exclusions or Limitations
<p>Up to £2,500 for Trauma counselling for the Insured Person following</p> <ul style="list-style-type: none"> <li>a an unprovoked malicious assault,</li> <li>b witnessing an act of terrorism</li> <li>c witnessing the accidental Death or Permanent Partial or Total Disability of their parent, child, spouse or colleague</li> <li>d their own Permanent Dismantlement</li> </ul> <p>Up to £25,000 for the Insured Person to retrain for an alternative occupation</p> <p>Up to £15,000 for the Insured Persons Spouse to retrain for an alternative occupation</p> <p>Up to £25,000 to modify the Insured Persons vehicle, workplace or home</p> <p>Up to £25,000 to relocate the Insured Person if their home cannot be modified</p> <p>Up to £2,500 for Independent Financial Advice after a Permanent Disability Payment.</p> <p><b>Hospitalisation Benefits</b> Daily benefits of</p> <ul style="list-style-type: none"> <li>a £75 per day if hospitalisation occurs as a result of accidental bodily injury</li> <li>b an additional £75 per day if the Insured Person is in a Coma up to a maximum of £54,600</li> <li>c £75 per day convalescence following Hospitalisation up to a maximum of £2,000</li> </ul> <p>Up to £3,000 for the Insured Persons family to Travel to Hospital.</p> <p>Up to £500 to return home from Hospital after 48 hours as an inpatient.</p>	

# Covers Available (continued)

## Personal Accident Section (continued)

Significant Features and Benefits	Significant or Unusual Exclusions or Limitations										
<p>Enhanced Permanent Disability Benefits may be paid following</p> <table border="0"> <tr> <td>Total Blindness</td> <td>£50,000</td> </tr> <tr> <td>Paraplegia</td> <td>£50,000</td> </tr> <tr> <td>Quadriplegia</td> <td>£125,000</td> </tr> <tr> <td>Hemiplegia</td> <td>£50,000</td> </tr> <tr> <td>Triplegia</td> <td>£85,000</td> </tr> </table> <p><b>Personal Property</b> Up to £1,000 if the Insured Persons property is damaged as a result of accidental bodily injury</p> <p><b>Assault Injury Enhanced Benefit</b> An additional 10% of the Death or Permanent Disablement benefits covered if an Insured Person sustains accidental bodily injury as a result of an unprovoked assault up to a maximum amount of £25,000</p> <p><b>Workplace disruption</b> 25% increase to the Sum Insured if a single accident results in the death of 5 or more Directors or Employees.</p> <p>Up to £50,000 towards Crisis Management following the Death or Permanent Disablement of an Insured Person.</p> <p>Up to £5,000 towards a temporary replacements wages for an employee who has sustained an accidental bodily injury resulting in Death or Permanent Disablement.</p> <p>Up to £5,000 towards a recruiters fees to hire a permanent replacement for an employee who has sustained an accidental bodily injury resulting in Death or Permanent Disablement.</p> <p>Up to £5,000 towards re examination and re training fees if an Employee has missed professional exams through accidental injury.</p> <p>Up to £10,400 for Domestic Assistance if the Employee is Permanently Disabled.</p> <p>Up to £5,000 for Childcare expenses if the Employee is Permanently Disabled.</p>	Total Blindness	£50,000	Paraplegia	£50,000	Quadriplegia	£125,000	Hemiplegia	£50,000	Triplegia	£85,000	
Total Blindness	£50,000										
Paraplegia	£50,000										
Quadriplegia	£125,000										
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Triplegia	£85,000										

## Covers Available (continued)

### Personal Accident Section (continued)

Significant Features and Benefits	Significant or Unusual Exclusions or Limitations
<p><b>Dental, Optical and First Aid Expenses</b>            Up to £2,500 Dental Expenses            Up to £500 for urgent optical Expenses</p> <p>Other urgent treatment expenses up to            15% of the capital sum insured            30% of the weekly sum insured            £5,000 following assault            Maximum benefit payable £15,000</p> <p><b>Additional Death Benefits</b>            An Additional payment of the lowest Sum Insured if both Insured Person and Spouse die in the same accident leaving a Dependent Child or Dependant Adult</p> <p>An Additional payment of</p> <p><b>1</b> £7,500 per Dependant Child  <b>2</b> £25,000 per Dependant Adult            Up to a maximum of £50,000</p> <p>Up to £10,000 Funeral Expenses</p> <p>Up to £2,000 urgent estate expenses</p> <p>Up to £2,000 Bereavement Counselling</p> <p>Up to £2,500 for Independent Financial Advice for the Spouse following the Death of an Insured Person.</p>	



# Covers Available (continued)

## Business Travel Section

Significant Features and Benefits	Significant or Unusual Exclusions or Limitations
<p><b>Insured Persons and Trip Definition</b></p> <ul style="list-style-type: none"> <li>a Any Business Trip and ancillary holiday or other journey at the expense of the Insured under 6 months undertaken by an Insured Person, guest or Contractor and their accompanying immediate family</li> <li>b Any journey under 30 days duration undertaken by Directors of the Insured and their accompanying immediate family and domestic staff</li> <li>c Any journey undertaken by business colleague friend or family of an Insured Person travelling on compassionate grounds with the agreement and at the expense of the Insurer.</li> </ul>	<p><b>Age Limit</b> The Age Limit for the Business Travel Section is 80</p> <p><b>General Business Travel Exclusions</b> The Business Travel Section does not cover injury arising from:</p> <ul style="list-style-type: none"> <li>• Drugs or Alcoholism</li> <li>• Radioactive contamination</li> <li>• Service in the armed forces</li> <li>• War within Europe in which any of the major powers are involved, or UN enforcement action</li> </ul> <p>Additional Exclusions apply for each item within this Section.</p>
<p><b>Item 1 – Medical Expenses</b> Provides indemnity for medical expenses incurred whilst on an insured journey outside of their Country of Residence. This includes, where necessary, repatriation of an Insured Person or Insured Person’s remains back to their Country of Residence.</p> <p>Medical and emergency travel expenses up to £25,000,000</p> <p>Continued medical expenses necessarily incurred after repatriation, and not otherwise available from the NHS in the UK for up to 6 months to a maximum benefit amount of £50,000</p> <p>Free Emergency Medical Assistance Service operating 24 hours a day, 365 days a year</p>	<p><b>Item 1 – The policy does not cover injury or illness</b></p> <p>When travelling against the advice of a medical practitioner</p> <p>When the purpose of the trip is to receive medical treatment or advice</p> <p>If travelling whilst pregnant and within the last month prior to the expected date of birth</p> <p>When there are medication costs known or required prior to travelling</p>
<p><b>Emergency Travel Expenses</b> Additional costs incurred following death, injury or illness for:</p> <p>Travel and accommodation of 3 relatives, friends or a Qualified Medical Practitioner (if required on medical advice)</p> <p>Transportation costs of the body or ashes and personal effects back to their Country of Residence</p>	<p>The Emergency Medical Assistance Service must be consulted prior to incurring any costs over £500</p>

## Covers Available (continued)

### Business Travel Section (continued)

Significant Features and Benefits	Significant or Unusual Exclusions or Limitations
<p><b>Extensions automatically provide cover for:</b> Overseas Hospitalisation daily benefits</p> <ul style="list-style-type: none"> <li><b>a</b> £75 per day if hospitalisation occurs as a result of accidental bodily injury or illness</li> <li><b>b</b> an additional £75 per day if the Insured Person is in a Coma up to a maximum of £54,600</li> <li><b>c</b> £75 per day convalescence following Hospitalisation up to a maximum of £2,000</li> </ul> <p>Childcare Expenses up to £5,000 if the Insured Person is Hospitalised abroad and their Spouse is required to travel to them.</p> <p>Up to £2,500 for Emergency Dental Expenses</p> <p>Up to £500 for kennel or cattery fees if the Insured Person is Hospitalised abroad.</p> <p>Up to £10,000 Funeral Expenses and up to £2,000 urgent estate expenses</p> <p>Up to £50,000 Search and Rescue Costs</p> <p>Up to £2,500 for Trauma counselling for the Insured Person following</p> <ul style="list-style-type: none"> <li><b>a</b> an unprovoked assault,</li> <li><b>b</b> witnessing an act of Terrorism</li> <li><b>c</b> witnessing the accidental Death or Permanent Total or Partial Disablement of their parent, child, spouse or colleague</li> <li><b>d</b> their own Permanent Dismantlement</li> </ul>	

# Covers Available (continued)

## Business Travel Section (continued)

Significant Features and Benefits	Significant or Unusual Exclusions or Limitations
<p><b>Item 2 – Cancellation, Curtailment and Change of Itinerary</b> Up to £10,000 per person for unrecoverable costs for travel disruption due to any cause outside the control of the Insured or Insured Person.</p> <p><b>Extensions automatically provide cover for:</b></p> <p>Up to £750 for Delayed Departure</p> <p>Up to £200 for Piste Closure</p>	<p><b>Item 2 does not cover losses arising from:</b></p> <ul style="list-style-type: none"> <li>• When travelling against the advice of a medical practitioner</li> <li>• If travelling whilst pregnant and within one month prior to the expected date of birth</li> <li>• Disinclination to travel</li> <li>• Cancellation or rescheduling of the intended purpose of the trip</li> <li>• Redundancy or termination of employment</li> <li>• Financial circumstances of the Insured or Insured Person</li> <li>• Default of any provider of transport or accommodation</li> <li>• Cyber Event or Denial of Service</li> <li>• Trips booked prior to the start of the policy</li> </ul> <p><b>Item Limit</b> £250,000 in total for the policy year</p> <p><b>How this policy responds to Travel Disruption</b> Cancellation risks attach at the booking date, so trips booked prior to policy inception should be claimable on the previous insurance policy. The proposer should check their policy cover before switching insurer.</p> <p>Any travel bookings made after FCO advice is published (e.g. 20th March 2020 for Covid19) will be at the insureds own risk, as they are planning a trip in the face of a known disruption. The policyholder should check their booking conditions and consider using Credit card payments wherever possible.</p> <p>Insurance cover is only triggered for unexpected events, that are outside the policyholders control. Government responses or local regulations regarding a known problem (e.g. Covid19) are not unexpected events.</p> <p>Rearranging a trip departing in the medium to long term future is within the control of the policyholder, and so not claimable. Rearranging imminent trips or acting on very recent government advice may not be practical, so after exploring options with the travel provider, the Insured should discuss their circumstances with the Allianz Claim team.</p> <p>Insurance cover is only available for non-recoverable costs, the policyholder is expected to seek refunds from travel providers or Credit card providers before making and insurance claim.</p>

# Covers Available (continued)

## Business Travel Section (continued)

Significant Features and Benefits	Significant or Unusual Exclusions or Limitations
<p><b>Item 3 – Personal Property</b> Up to £10,000 per person for Loss, theft or damage to an Insured Person’s personal property.</p> <p><b>Extensions automatically provide cover for:</b> Reinstatement of Sum Insured after the first loss on a trip.</p> <p><b>Business Equipment</b> Up to £3,000</p> <p><b>Loss of Keys</b> Up to £1,000</p> <p><b>Loss of Travel Documents</b> Up to £2,000 if travel documents are lost 7 calendar days before, during or 7 calendar days after the trip.</p> <p><b>Ski Equipment</b> Up to £200 for hire of alternative equipment if the Insured’s own ski equipment is damaged or lost.</p> <p><b>Delayed Personal Property</b> Up to £2,000 in the event Personal Possessions are temporarily lost for over 4 hours, we will cover any necessarily incurred emergency essential purchases.</p>	<p><b>Item 3 does not cover:</b></p> <ul style="list-style-type: none"> <li>• Any single item or set of skis, ski poles, ski binding, ski boots, snowboard, snowboard bindings and snowboard boots over £500 or any other single item or set of Personal Property over £3,000.</li> <li>• Loss/damage to, or theft of deeds, securities or manuscripts</li> <li>• Personal Property stolen or lost from an unattended vehicle unless in a locked boot/concealed in a locked vehicle</li> <li>• Loss or damage caused by delay, detention or confiscation by any government or public authority</li> <li>• Cyber Event or Denial of Service</li> </ul>
<p><b>Item 4 – Money</b> Up to £10,000 per trip for Loss or theft of money and items with a monetary value, i.e. tickets. Cover applies up to 120 hours prior to and after travelling.</p> <p><b>Extensions automatically provide cover for:</b> Reinstatement of the sum Insured after the first loss on a trip.</p>	<p><b>Item 4 does not cover:</b></p> <ul style="list-style-type: none"> <li>• Loss of monetary value due to depreciation</li> <li>• Money stolen or lost from an unattended vehicle.</li> <li>• Loss of Coins or Banknotes in excess of £3,000</li> <li>• Cyber Event or Denial of Service</li> </ul>

# Covers Available (continued)

## Business Travel Section (continued)

Significant Features and Benefits	Significant or Unusual Exclusions or Limitations
<p><b>Item 5 – Personal Liability</b> Covers against costs and damages associated with having caused death or injury to a third party or damage to their property.</p> <p>Up to £5,000,000 any one claim</p> <p><b>Extensions automatically provide cover for:</b> Court attendance benefit of £500 per day up to a maximum of £20,000</p> <p>Up to £25,000 for costs that fall within any excess on a rental vehicle insurance.</p>	<p><b>Item 5 does not cover:</b></p> <ul style="list-style-type: none"> <li>• Bodily injury to employees' immediate family</li> <li>• Any act/duty in connection with the Insured's business or profession</li> <li>• Injury/damage/loss arising out of ownership or use of: <ul style="list-style-type: none"> <li>– land or buildings</li> <li>– a mechanically propelled or towed vehicle</li> <li>– an aircraft, hovercraft or watercraft</li> <li>– an animal (of a species defined as dangerous in the Animals or Dangerous Dogs Acts)</li> </ul> </li> <li>• Malicious or unlawful act</li> <li>• Liability covered under any other insurance</li> <li>• Loss/damage occurring in any country outside the UK in which the Insured Person owns premises or is resident/domiciled</li> <li>• Fines, penalties, liquidated damages, punitive, exemplary or aggravated damages</li> <li>• Cyber Event or Denial of Service</li> </ul>
<p><b>Item 6 – Hijack &amp; Kidnap</b> A benefit of £500 for each complete 24 hours, up to a maximum of £50,000 in the event of an Insured Person is the victim of a hijack, kidnap or is taken hostage.</p>	<p><b>Item 6 does not cover:</b></p> <ul style="list-style-type: none"> <li>• Where the country travelled to, or via, is in a state of war</li> <li>• Ransom money</li> </ul>
<p><b>Item 7 – Political Evacuation</b> Up to £50,000 if it is recommended by the UK or local government that the Insured Person leaves the country or area that they are traveling in subject to £250,000 accumulation limit.</p>	<p><b>Item 7 does not cover:</b></p> <ul style="list-style-type: none"> <li>• The Insured Person not following advice of the government of the United Kingdom or local country or their respective law enforcement or armed forces</li> <li>• Any cost incurred if the Insured Person is a resident of the local country</li> <li>• The Insured Person not having the correct visa passport work permits or other documents for necessary for the Insured Trip.</li> </ul>

## Covers Available (continued)

### Business Travel Section (continued)

Significant Features and Benefits	Significant or Unusual Exclusions or Limitations
<p><b>Item 8 – Legal Expenses</b> Up to £50,000 to cover for legal expenses to pursue a negligent third party for damages who caused death or injury to an Insured Person.</p>	<p>The Insured Person must notify and provide all information as may be required to the Insurer</p> <p>The Insurer may take over and conduct the claim in the Insured Person's name</p> <p>Claims must be made within 6 months of the situation giving rise to a loss</p> <p>The Insurer will choose the lawyer to handle the claim</p> <p><b>Item 8 does not cover:</b></p> <ul style="list-style-type: none"> <li>• Legal costs insured under another insurance policy</li> <li>• Claims related to driving a motor vehicle</li> <li>• Claims relating to medical treatment</li> <li>• Legal costs not agreed by Allianz Legal Protection</li> <li>• Claims arising from War, invasion, riot, revolution and terrorism</li> <li>• Legal costs incurred outside Europe</li> <li>• Fines or penalties</li> <li>• Where the Insured Person has deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid/prevent/limit that claim</li> <li>• Disputes between the Insured Person and any other person covered by this policy, or the Insured Person and the Insured, or the Insured Person and the Insurer.</li> <li>• Disputes between the Insured Person and someone they live with or have lived with</li> <li>• Disputes to do with written/verbal remarks which damage the Insured Person's reputation.</li> </ul>

# Covers Available (continued)

## Commercial Legal Expenses

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

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>1 Employment</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>We will also cover Basic and Compensatory awards made against you or through a negotiated settlement with our agreement.</li> </ul>	<ul style="list-style-type: none"> <li>The first £500 of any one claim.</li> <li>Any dispute regarding an Event which happens within the first three months of the date this section starts.</li> <li>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.</li> <li>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.</li> <li>Any dispute arising under the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive.</li> <li>Any dispute arising from any industrial dispute, industrial or labour arbitration or collective bargaining agreements.</li> </ul>
<p><b>2 Taxation proceedings</b></p> <ul style="list-style-type: none"> <li>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:             <ul style="list-style-type: none"> <li>PAYE tax arrangements</li> <li>Business tax arrangements</li> <li>VAT arrangements</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>The first £500 of any one claim.</li> <li>Any costs to do with the normal reconciliation of your annual accounts and VAT returns.</li> <li>Taxation proceedings which arise out of deliberate or reckless or careless misstatements by the insured in returns or submissions made to the relevant authorities.</li> <li>Taxation proceedings which arise out of a failure to observe statutory time limits or requirements.</li> <li>The defence of any criminal prosecution</li> <li>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.</li> <li>Any Aspect enquiry by HM Revenue and Customs</li> <li>Any IR35 by HM Revenue and Customs.</li> </ul>
<p><b>3 Criminal Prosecution Defence</b></p> <ul style="list-style-type: none"> <li>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.</li> </ul>	<ul style="list-style-type: none"> <li>The first £100 of any one claim.</li> <li>The defence of a prosecution relating to:             <ul style="list-style-type: none"> <li>Taxation proceedings;</li> <li>Allegations of fraud, theft or violence;</li> <li>The ownership, possession or use of motor vehicles, aircraft, watercraft, trailers or caravans.</li> </ul> </li> <li>Pollution.</li> </ul>



## Covers Available (continued)

### Commercial Legal Expenses (continued)

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

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>4 Damage to Premises</b></p> <ul style="list-style-type: none"> <li>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:</li> </ul> <p>Physical damage caused to your business premises resulting in proven financial loss to you.</p>	<ul style="list-style-type: none"> <li>The first £100 of any one claim.</li> <li>Disputes relating to mining or other subsidence or heave.</li> <li>Disputes relating to rent or service charges, tax, planning or buildings regulations or decisions.</li> <li>Disputes arising out of a contract you have with another person or organisation.</li> <li>Disputes relating to owning, possessing, hiring or using aircraft, watercraft, motor vehicles, trailers or caravans.</li> </ul>
<p><b>5 Data Protection</b></p> <ul style="list-style-type: none"> <li>Cover up to £100,000 for any one claim in respect of your legal costs to:             <ul style="list-style-type: none"> <li>Defend you in a dispute relating to the Data Protection Act 1998.</li> <li>Appeal against a refusal of an application for registration or alteration of your registered particulars.</li> <li>Appeal against an Enforcement, De-registration or Transfer Prohibition Notice.</li> <li>Pay compensation awards against you relating to the holding, loss or unauthorised disclosure of data under Data Protection legislation.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>The first £100 of any one claim.</li> <li>Any prosecution where you are accused of fraud or theft.</li> <li>Any dispute relating to your failure to register as a Data Controller.</li> <li>Any dispute relating to your failure to comply with legislation concerning the processing of Sensitive Personal Data.</li> </ul>
<p><b>6 Commercial Tenancy Agreement</b></p> <ul style="list-style-type: none"> <li>Cover up to £100,000 to pursue your legal rights in a dispute relating to Property that your business occupies.</li> </ul>	<ul style="list-style-type: none"> <li>The first £100 of any one claim.</li> <li>Any disputes over rent or service charges.</li> <li>Any dispute relating to the renewal of a lease or tenancy agreements.</li> </ul>
<p><b>7 Licence Protection</b></p> <ul style="list-style-type: none"> <li>Cover up to £100,000 any one claim for defending the withdrawal, restriction or suspension of your business licence.</li> </ul>	<ul style="list-style-type: none"> <li>The first £500 of any one claim.</li> <li>Hearings arising out of any commercial decision made by you.</li> <li>The first application for, or standard renewal of, the licence.</li> <li>Anything to do with drug offences, under age drinking or sexual indecency.</li> </ul>
<p><b>8 Personal Injury</b></p> <ul style="list-style-type: none"> <li>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.</li> </ul>	<ul style="list-style-type: none"> <li>Personal injury disputes between you and any employee(s).</li> </ul>

## Covers Available (continued)

### Commercial Legal Expenses (continued)

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

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>9 Jury Service Allowance</b></p> <ul style="list-style-type: none"> <li>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.</li> </ul>	<ul style="list-style-type: none"> <li>Limit of £100 per day applies.</li> </ul>
<p><b>10 Contract</b></p> <ul style="list-style-type: none"> <li>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.</li> </ul> <p>Provided that:</p> <ol style="list-style-type: none"> <li>the goods or services in question are supplied in connection with your Business; and</li> <li>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.</li> </ol>	<ul style="list-style-type: none"> <li>The first £500 in respect of any one claim</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>Any dispute relating to computer hardware, software, systems or services.</li> <li>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.</li> <li>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.</li> <li>Any dispute relating to the ownership, possession, hiring or use of motor vehicles.</li> </ul>

## Covers Available (continued)

### Commercial Legal Expenses (continued)

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

Significant Features and Benefits	Significant Exclusions or Limitations
<b>Additional Benefits applicable to all policyholders</b>	
<p><b>Lawphone</b></p> <ul style="list-style-type: none"> <li>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.</li> </ul>	<ul style="list-style-type: none"> <li>Advice is only available over the telephone.</li> </ul>
<p><b>Allianz Legal Online</b></p> <ul style="list-style-type: none"> <li>Access to Allianz Legal Online which provides business support to help you produce legal paperwork in connection with your business.</li> </ul>	<ul style="list-style-type: none"> <li>This service is only available on the internet.</li> </ul> <p><b>Section Limit</b> A limit of £500,000 for all claims which first occurred during the Period of Insurance applies under this section.</p> <p><b>Section Exclusions</b></p> <ul style="list-style-type: none"> <li>Legal Expenses incurred without the insurers written consent.</li> <li>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.</li> <li>Claims which do not arise from or relate to the Business, other than Jury Service Allowance.</li> <li>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.</li> <li>Claims the Insured fail to notify to the Insurer within 6 months of the first occurrence that gives rise to the claim.</li> <li>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.</li> <li>Any Claim where in the insurers opinion there are no Reasonable Prospects of a Satisfactory Outcome.</li> <li>Fines or other penalties imposed by a court, tribunal or regulator.</li> <li>Any Claim arising from or relating to an application for judicial review or other challenge to any legislation or proposed legislation.</li> <li>Any VAT attaching to Legal Expenses incurred with the Insurer's consent which is recoverable by the Insured Person from elsewhere.</li> </ul>

# Covers Available (continued)

## Cyber Select Section

Cover provided	Significant Exclusions or Limitations
<p><b>Cover A – Third Party Liability</b> Cover for costs to third parties due to a cyber incident. These include:</p> <ul style="list-style-type: none"> <li>• Privacy and Confidentiality Breach Liability – for damages or defence costs due to any claim made against you due to any personal and corporate data loss.</li> <li>• Network Security Liability – for damages or defence costs due to claims made against you for failing to secure your network due to an alleged act, error or omission that leads to a cyber attack.</li> <li>• Media Liability – for damages or defence costs of claims made against you arising out of your digital publications that cause <ul style="list-style-type: none"> <li>– defamation or unintentional infringement of intellectual property;</li> <li>– invasion, infringement or interference of individuals rights;</li> <li>– any unfair competition advantages to you.</li> </ul> </li> <li>• Regulatory Legal Costs – for defence costs and fines and penalties following any unauthorised disclosure of personal information, or disclosure of confidential information.</li> <li>• Internal Investigation Costs – for defence costs as a result of an internal investigation that is due to a regulatory request.</li> <li>• Consumer Redress Fund – your costs you must pay into a fund for consumer claims as required by law</li> <li>• PCIDSS costs – for contractual penalties imposed by the Payment Card Industry for breach of their Data Security Standards.</li> </ul> <p><b>Cover B – Business Interruption</b> Cover for loss of profits and other costs associated with cyberattacks, internal errors and unexpected technical failures.</p>	<p>The following are the significant exclusions or limitations that apply to the policy. Please see your policy wording and schedule for more details of all the exclusion or limitations:</p> <p><b>Cover Does not include:</b></p> <ul style="list-style-type: none"> <li>• Dishonest or Improper Conduct – deliberate criminal, fraudulent, dishonest or malicious act or omission; or intentional breach or knowing violation of any duty, obligation, contract, law or regulation; or intentional causing of a Business Interruption Loss.</li> <li>• Prior Claims and Circumstances – costs due to a cyber incident notified prior to the inception of the policy.</li> <li>• Bodily injury or property damage – any bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person or damage to or destruction of any property. This does not apply to mental anguish or emotional distress or disturbance of a data subject due to Privacy Breach or Media Wrongful Act.</li> <li>• Trade Secrets and Intellectual Property – any plagiarism of, or infringement of any rights with respect to, information that derives independent economic value, patents, trademarks, trade names, copyrights, licenses or any other form of intellectual property. This does not apply to the cover provided for Media Liability.</li> <li>• Trading – any losses or liabilities connected with any types of purchases dealing in securities, commodities, derivatives, foreign or Federal funds, currencies or foreign exchange.</li> <li>• Licensing fees – any licensing fee or royalty payment. This does not apply to Restoration Costs incurred to purchase a software license necessary to reproduce electronic data or software.</li> <li>• Securities Claims – any violation of laws, rules or regulations regulating securities, the purchase or sale or offer or solicitation of an offer to purchase or sell securities, issuance or any registration relating to securities.</li> <li>• Company Versus Insured Claims – any costs due to a demand suit or proceeding, or any investigation or, in respect of Regulatory Costs and Fines Cover, any audit conducted by a regulator brought by the your company or any subsidiary.</li> </ul>

# Covers Available (continued)

## Cyber Select Section (continued)

Cover provided	Significant Exclusions or Limitations
<p><b>Cover C – Crisis Management</b> Cover for costs incurred in the management of the impact on your business due to a cyber incident. This includes:</p> <ul style="list-style-type: none"> <li>• Forensic Costs – to employ an IT expert to investigate and discover the method of attack and provide advice on how to mitigate against the attack.</li> <li>• Data Breach Response Costs – following any actual or suspected breach of individuals privacy or breach of confidential information, cover is provided for an IT expert or any other external expert, in order to provide the following: <ul style="list-style-type: none"> <li>– Data Identification and Preservation Costs – identify and preserve relevant electronic data on the your computer system;</li> <li>– Legal and Regulatory Advice Costs – to advise you on your legal and regulatory duties so that you are able to report such any breach to any data subject, third party or regulator;</li> <li>– Notification Costs – to make notifications of the breach to any data subject, third party or regulator;</li> <li>– Third Party Indemnification Advice Costs – to determine the extent of any relevant obligations contained in any written contract between you and any service provider;</li> <li>– Call Centre Costs – the cost for you to operate a call centre for the benefit of affected data subjects and third parties;</li> <li>– Account and Credit Monitoring Costs – the costs to set up new account numbers, or costs for a credit monitoring service for 12 months, for the affected data subjects and Third Parties following the breach;</li> <li>– Other Costs – cover to pay costs in order to comply with any other legal requirement you may have to affected data subjects and third parties;</li> </ul> </li> <li>• Reputational Advice Costs – the cost to pay for a consultant to help with the reputational impact to you.</li> <li>• Loss Adjustor Costs - cover for any fees payable to employ an IT expert in order to determine the amount and the extent of the losses.</li> </ul>	<p><b>Exclusions or Limitations specific to Business Interruption Loss, Restoration Costs and Business Interruption due to Legal or Regulatory Requirement:</b></p> <ul style="list-style-type: none"> <li>• Network Interruption – any interruption or disturbance of electricity, internet, cable, satellite, telecommunication or other infrastructure, This exclusion only applies for incidents that are outside of the Insured’s control.</li> <li>• Scheduled interruption – any costs following a scheduled interruption of the your computer system.</li> <li>• Unexpected Demand – your failure to anticipate or plan for normal or above normal operational demand for your computer system except where this demand is the result of a cyber attack.</li> </ul> <p><b>Exclusions or Limitations specific to Criminal Reward Fund specific exclusions:</b></p> <ul style="list-style-type: none"> <li>• No cover is provided where for any Criminal Reward Fund due to any information provided by any you or your auditors, or any individual hired or retained to investigate the illegal activity referred to in fund, or any other individuals with responsibilities for the supervision or management of them.</li> </ul>

# Covers Available (continued)

## Cyber Select Section

Cover provided	Significant Exclusions or Limitations
<p><b>Cover D – First Party Loss</b> Cover for costs to your business following a Cyber incident. These include.</p> <ul style="list-style-type: none"> <li>• Hacker Theft – for loss of funds due to payments made by you due to a cyber attack.</li> <li>• Cyber Extortion – for costs associated with a cyber extortion threat.</li> </ul> <p><b>Extensions</b> The following extensions are included in the policy:</p> <ul style="list-style-type: none"> <li>• Emergency Costs – payment for defence costs, data breach response costs, mitigation costs and betterment to your computer system where it has not been possible to obtain our written permission.</li> <li>• Mitigation costs – to help reduce further loss.</li> <li>• Restoration costs – following a cyber business interruption event.</li> <li>• Betterment – for the reasonable upgrade of hardware and software following an incident.</li> <li>• Telephone Hacking – to cover costs due to hackers using your telephone system.</li> </ul> <p>Criminal Reward Fund – payments to a fund in order to obtain information that leads to the arrest and conviction of those involved in illegal cyber activity.</p>	<p><b>Significant Conditions:</b> The following are the significant conditions that apply to the policy. Please see your policy wording for more details on all the policy conditions:</p> <p>It is a condition of the policy that you must:</p> <ul style="list-style-type: none"> <li>• You must take all reasonable precautions to safeguard your computer systems and prevent or minimize the impact of a cyber incident.</li> </ul>

# 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

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

2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW

Telephone: **0370 241 4140**

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



## Additional information (continued)

### How do I make a claim for Cyber Select?

If you need to claim, your dedicated claims handler will help and guide you through the process. You can notify us of a claim by:

#### Telephone

Allianz Global Corporate & Speciality claims **020 3451 3679**

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

Email: [financiallinesclaims@allianz.com](mailto:financiallinesclaims@allianz.com)

Please have your policy number to hand and as much information about the claim as possible. For further information please see your policy wording.

### 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: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

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

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

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

Email: [complaint.info@financial-ombudsman.org.uk](mailto: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 [fscs.org.uk](http://fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto: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.

**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.