Introduction

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 work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

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

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

This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

Your Commercial Select Policy is made up of several parts which must be read together as they form your contract of insurance with Allianz Insurance plc. Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, conditions and exclusions. If you wish to change anything or there is anything you do not understand, please let your insurance adviser or the Allianz office that issued your Policy know - adjustments are easily made and we will be pleased to help.

The parts of the Policy are:

- this Introduction
- the Policy Definitions; the Insuring Clause; the General Exclusions and General Conditions, all of which apply to all Sections of the Policy
- the Sections of cover selected by you, including the Exclusions and Conditions which apply to the Sections
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

Any word or expression in the Policy which has a specific meaning has the same meaning wherever it appears in the Policy, unless stated otherwise.

Allianz Insurance plc. Registered in England number 84638 Registered office. 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.
Allianz Insurance plc is authorised and regulated by the Financial Services Authority and this can be checked by visiting the FSA's website at www.fsa.gov.uk or by contacting the FSA on 0845 606 1234. Our registration number is 121849. Allianz Insurance plc is a member of the Association of British Insurers www.allianz.co.uk

Policy Definitions

The following definitions apply to this Policy, unless amended by Section Definitions, and are denoted by bold text throughout this Policy.

Policy
The document described in the Introduction

Section/Sections
The parts of this **Policy** that detail the insurance cover provided for each individual **Section** of this **Policy**

Schedule
The part of this **Policy** that details proposal and other information forming the basis of this contract and that shows the **Sections**of this **Policy**that are insured

The Insurer
Allianz Insurance plc

The Insured
The Insured named and shown in the **Schedule**

Period of Insurance
The period from the Effective Date to the Renewal Date as shown in the **Schedule**

Business
The Business Description stated in the**Schedule**

Premises
The Premises stated in the **Schedule**

Sum Insured
The maximum amount **the Insurer**will pay for each item insured under any **Section**

Total Sum Insured
The total of the **Sums Insured**for each item payable by **the Insurer**under any **Section**

Excess *(not applicable to the Employers' Liability Section)*
The first part of each and every claim, for which **the Insured**is responsible

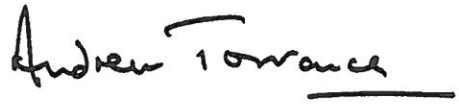
United Kingdom
Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

Insuring Clause

The proposal or any information supplied by or on behalf of **the Insured** forms the basis of this contract between **the Insured**and **the Insurer**.

In consideration of payment of the premium **the Insurer** will indemnify or otherwise compensate **the Insured** against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this **Policy** or any **Section** of this **Policy**) occurring or arising in connection with the **Business** during the **Period of Insurance** or any subsequent period for which **the Insurer**agrees to accept a renewal premium.

For Allianz Insurance plc



Andrew Torrance
Chief Executive

General Exclusions

This Policy does not cover

1. **Radioactive Contamination**(*Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Fidelity Insurance and Directors and Officers Sections*)

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
c. any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusions a. and b. do not apply to the Employers' Liability Section other than in respect of
i. the liability of any principal
ii. liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

Exclusions c. and d. do not apply to the Employers' Liability, Public Liability, Public and Products Liability, Accident and Business Travel Sections.

2. **War** *(Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Accident Insurance and Business Travel, Terrorism, Fidelity Guarantee and Directors and Officers Sections)*

Loss, destruction, damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. **Terrorism** *(Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Public Liability, Products Liability, Environmental Impairment Liability, Directors and Officers, Personal Accident, Sickness and Travel or Terrorism [when insured as a separate section] Sections)*

a. in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:
loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
   i. any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
   ii. any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of a. above an Act or Terrorism (Terrorism) means:-
Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto

b. in respect of territories other than those stated in a. above
loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
   i. any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
   ii. any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

In respect of b. above an act of Terrorism (Terrorism) means:-
An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear

In any action suit or other proceedings where **the Insurer**alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered (or is covered only up to a specified limit of liability), the burden of proving to the contrary shall be upon **the Insured**.

In the event any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4. **E.Risks**(*Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Public Liability, Products Liability, Directors and Officers, Personal Accident, Sickness or Travel Sections*)

a. loss or destruction of or damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
   i. programming or operator error whether by **the Insured**or any other person
   ii. Virus of Similar Mechanism (as defined below)
   iii. Hacking (as defined below)
   iv. malicious persons (but this shall not apply to the acts of thieves involving physical force or violence)
   v. failure of external networks
   unless, in respect of i., ii. and iii. above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

b. any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a. of this Exclusion
   unless, in respect of a. i., ii. or iii, above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

c. loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph a. of this Exclusion
   unless, in respect of loss or damage to other property arising from a. i., ii. or iii. above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion

d. loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
   i. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
   ii. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d.i. above
   iii. any misinterpretation, use or misuse of information on computer systems or other records, programs or software
   unless, in respect of d.ii and iii. above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

e. any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs c. and d. of this Exclusion
unless, in respect of c., d.ii. and iii. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

For the purpose of this Exclusion:

Computer Equipment
means any computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property or **the Insured** or not, whether tangible or intangible and including without limitation any information, programs or software.

Virus or Similar Mechanism
means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to 'Trojan Horses', 'Worms' or 'Logic Bombs'.

Hacking
means unauthorised access to any computer or computer equipment, component, system or item, whether the property of **the Insured**or not, which processes, stores, transmits or retrieves data.

General Conditions

1. **Policy Voidable** (Not applicable to the Directors and Officers Liability Section)
This **Policy**shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular.

2. **Reasonable Precautions** (Not applicable to the Directors and Officers Liability Section)
The Insuredshall take all reasonable precautions to prevent accidents and any injury, loss, destruction or damage and shall take all reasonable steps to observe and comply with statutory or local authority laws, obligations and requirements.

3. **Claims** *(Not applicable to the Directors and Officers Liability Environmental Impairment Liability Section)*

   Note that in addition to the General Claims Condition, Special or Additional Claims Conditions also apply to the individual Sections of the Policy. Please refer to each individual Section for details.

The Insuredshall in the event of any injury, loss, destruction, damage or consequential loss as a result of which a claim is or may be made under this **Policy**or any **Section**of it, and again upon receipt by **the Insured**in writing of any notice of any claim or legal proceeding,

a. notify **the Insurer**as soon as reasonably possible
b. pass immediately, and unacknowledged, any letter of claim to **the Insurer**
c. notify **the Insurer** immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, loss, destruction, damage or consequential loss which may form the subject of a claim under this**Policy**
d. notify the police as soon as it becomes evident that any loss, destruction or damage has been caused by theft or malicious persons
e. carry out and permit to be taken any action which may be reasonably practicable to prevent further loss, destruction, damage or consequential loss
f. retain unaltered and unrepaired anything in any way connected with the injury, loss, destruction, damage or consequential loss for as long as **the Insurer** may reasonably require
g. furnish with all reasonable despatch at **the Insured's**expense such further particulars and information as **the Insurer**may reasonably require
h. make available at **the Insured's** expense any documents required by **the Insurer**with regard to any letter of claim
i. not pay or offer or agree to pay any money or make any admission of liability without the previous consent of **the Insurer**
j. allow **the Insurer**in the name of and on behalf of **the Insured**to take over and, during such periods as **the Insurer**thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with **the Insurer**for that purpose.

No claim under this **Policy**shall be payable unless the terms of this General Condition have been complied with and any payment on account of a claim already made shall be repaid to **the Insurer**.

4. **Cancellation** (Not applicable to the Directors and Officers Liability Section)

The Insurermay cancel this **Policy**by giving **the Insured**thirty (30) days' notice at their last known address. Provided the premium has been paid in full and no claim has been made during the **Period of Insurance**, **the Insured**shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance.

If the premium for this **Policy**is paid by instalments and in the event that **the Insured**fails to pay one or more instalments whether in full or in part **the Insurer**may cancel the **Policy**by giving seven (7) working days' notice in writing to **the Insured**sent to their last known address.

5. **Fraud** (Not applicable to the Directors and Officers Liability Section)

If **the Insured**or anyone acting on behalf of **the Insured**makes any false or fraudulent claim or supports a claim by false or fraudulent document device or statement this **Policy**shall be void and **the Insured**will forfeit all rights under the **Policy**. In such circumstances **the Insurer**retains the right to keep the premium and to recover any sums paid by way of benefit under the **Policy**.

6. **Discharge of Liability** *(Only applicable to the Public Liability, Public and Products Liability, and Directors and Officers Sections)*

The Insurermay absolve itself from any further liability in connection with any occurrence or all occurrences of a series consequent on or attributable to one source or original cause by the payment of the specified limit of liability in respect thereof (after deducting therefrom any sums already paid) or by the payment of any balance of any maximum limit of liability for any one **Period of Insurance**whichever is the less, together with the amount of any costs and expenses to the date of such payment.

7. **Law Applicable and Jurisdiction** (Not applicable to the Directors and Officers Liability Section)

Unless agreed otherwise by **the Insurer**
a. the language of the **Policy**and all communications 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.

8. **Rights of Parties** (Not applicable to the Directors and Officers Liability Section)

A person or company who was not a party to this **Policy**has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this **Policy**but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

9. **Assignment** (Not applicable to the Directors and Officers Liability Section)

The Insuredshall not assign any of the rights or benefits under this **Policy**or any **Section**of this **Policy**without the prior written consent of **the Insurer**.
The Insurer will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this **Policy**or any **Section**of this **Policy**.

10. **Survey and Risk Improvement - Subjectivity Condition**(Not applicable to the Directors and Officers Liability Section)

Subject to Survey
If this **Policy**has been issued or renewed subject to **the Insurer**completing a survey or surveys of the **Premises**or of any other location(s) as specified by **the Insurer**, then pending completion of such survey(s) indemnity is provided by **the Insurer**on the terms, conditions, exclusions and limits as specified in the **Policy**and in the **Sections** of the **Policy**

In the event that a survey should show that the risk or any part of it is not satisfactory in the opinion of **the Insurer**, then **the Insurer**reserves the right to
a. alter the premium or terms and conditions
b. exercise their right to cancel the **Policy**
c. leave the premium or terms and conditions unaltered

The Insurerwill advise **the Insured**of their decision and the effective date of such decision. If the premium terms or conditions are amended by **the Insurer**then **the Insured**will have fourteen (14) days to accept or reject the revised basis of indemnity

If **the Insured**elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

If **the Insurer**exercises their right to cancel the **Policy**, then **the Insured**shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance.**

Risk Improvements
It is a precedent to the liability of **the Insurer**that **the Insured** must comply with all survey risk improvements required by **the Insurer**within completion time scales specified by **the Insurer**

In the event that a risk improvement is not completed, or risk improvement procedures are not introduced, within the completion time scales specified by **the Insurer**, then **the Insurer**reserves the right to
a. alter the premium or terms and conditions
b. exercise their right to cancel the **Policy**
c. leave the premium or terms and conditions unaltered

The Insurerwill advise **the Insured**of their decision which will be effective either from the expiry of any time period specified by **the Insurer**for completion/introduction of the required survey risk improvements, or any other period specified by **the Insurer**

If the premium, terms or conditions are amended by **the Insurer**then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity

If **the Insured**elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

If **the Insurer**exercises their right to cancel the **Policy**, then **the Insured**shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

The above conditions do not affect the right of **the Insurer**to void the **Policy**if they discover information material to their acceptance of the risk.

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail.

Except in so far as they are expressly varied by this Condition all of the terms, conditions, exclusions and limits of this **Policy**and of the **Sections**of the **Policy**shall continue to apply until advised otherwise by **the Insurer**.

Complaints

Our aim is to get it right, first time every time. If we make a mistake we will try to put it right promptly.

We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will provide you with information about the Financial Ombudsman Service.

Should you wish to make a complaint then it should be directed to the Customer Satisfaction Manager at the Allianz location shown in your policy documentation, or alternatively contact the Customer Satisfaction Manager at:

Allianz Insurance plc
57 Ladymead, Guildford, Surrey, GU1 1DB

Telephone number 01483 552438
Email: acccsm@allianz.co.uk
Fax number: 01483 790538

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

Financial Services Compensation Scheme

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

You may be entitled to compensation from the FSCS if we are unable to meet Our liabilities. Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers
Portsoken Street
London E1 8BN
Tel: 0800 678 1100 or 0207 741 4100
Fax: 020 7892 7301
Email: enquiries@fscs.org.uk
www.fscs.org.uk

Data Protection Act

We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and employees to provide you with a quotation; deal with your policy; to search credit reference and fraud agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the policy that your directors, officers, partners, and employees have consented to our using their details in this way. We may need to collect data relating to Insured Persons, which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the insured persons to such information being processed by us and that this fact is made known to the insured persons.

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employer's Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers liability insurance of their employers, (the "Claimants"):

- to identify which insurer (or insurers) was (or were) providing employers liability cover during the relevant periods of employment;
  and
- to identify the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website www.elto.org.uk

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.

We may share your details with other companies within the Allianz group of companies or pass them to third parties so that we may tell you by telephone, email or post of products and services which we think may be of interest you.

If you do not want to know about these products and services, please write to: Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB to let us know. Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager at the address above.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

Notifying a Claim

(Not applicable to Commercial Legal Expenses Section claims)

Claims under this **Policy**should be notified to **the Insurer**in accordance with General Condition 3 at the following Allianz Claims Handling Offices.

Please provide your policy number, and as much information as possible about the claim:

Allianz Claims Handling Office Telephone Numbers:

For Property Damage claims (handled in Birmingham)
Tel: 0844 871 0786

For Liability and Accident claims (handled in Milton Keynes)
Tel: 0844 871 0789

For Engineering claims (handled in Liphook)
Tel: 01483 265825
Fax: 0870 060 5329

Lines are open from 9am to 5pm Monday to Friday. Outside our normal opening hours contact us on our 24 hour claim notification line - Tel: 0845 604 9824.

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

Allianz addresses for claims correspondence:

For all claims, other than Engineering claims:

Claims Division,
Allianz Insurance plc
500 Avebury Boulevard
Milton Keynes
MK9 2XX

For Engineering claims:

Claims Department
Allianz Engineering
Haslemere Road
Liphook
GU30 7UN

Legal Expenses Section Claims

If **the Insured**needs to make a **Claim**under any operative cover provided by the Legal Expenses **Section**, as stated in the **Policy Schedule the Insured** should call Lawphone Legal Helpline on **0870 241 4140**and quote the Master Policy reference contained within the **Policy Schedule**.

The Insured will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call **the Insured**back. **The Insurer**will send **the Insured**a claim form. **The Insured**should fill in the claim form and return it to **the Insurer**without delay at the address shown below, together with a copy of **the Insured's**current **Policy Schedule**and payment in the form of a cheque made out to Allianz Legal Protection for the **Excess**due in respect of the **Claim**.

The Insurerwill contact the **Insured Person**once the claim form, **Policy Schedule**and **Excess** payment have been received.

Please note that the **Insured Person** must not appoint a solicitor. If the **Insured Person**has already seen a solicitor before **the Insurer**has accepted the **Insured Person's**claim, **the Insurer** will not pay any fees or other expenses that the **Insured Person**has incurred.

If the **Insured Person's**claim is covered, **the Insurer** will appoint the **Legal Representative**that **the Insurer**has agreed to in the **Insured Person's** name and on the **Insured Person's**behalf, subject to the terms and conditions of the Legal Expenses **Section**. **The Insurer**will only start to cover the **Insured Person's Legal Expenses**from the time **the Insurer**has accepted the claim and appointed the **Legal Representative**.

The**Insurer's** address is:
The Claims Department
Allianz Legal Protection
Redwood House
Brotherswood Court
Great Park Road
Bradley Stoke
Bristol
BS32 4QW
United Kingdom.

Claims Department opening hours: Monday to Friday - 9am to 5pm.

Additional Benefits

24 Hour Lawphone Legal Advice Helpline

When the Commercial Legal Expenses Section of this Policy is operative, the **Insured** gains the automatic benefit of access to a team of qualified legal advisers for advice on any commercial legal matter 24 hours a day, 365 days a year. The advice the **Insured**receives from the Lawphone Legal Advice Helpline will always be according to the laws of Great Britain and Northern Ireland.

To use this service ring **0870 241 4140**.

The**Insured** should quote the Master Policy reference contained within the **Policy Schedule**and provide a brief summary of the problem. The details will be passed to an adviser who will return the **Insured's** call.

All areas of **Business**law are covered. This advice is available to the **Insured**during the currency of the **Policy**, although no liability can be accepted for inability to provide advice due to breakdown or failure of the telephone network.
This telephone helpline is provided by Allianz Legal Protection, part of Allianz Insurance plc, who may record calls to protect the**Insured** .

Allianz Legal Online

When the Commercial Legal Expenses Section of this **Policy**is operative, the **Insured**has access to extensive on line **Business**support via Allianz Legal Online. This facility provides tools and services that will help the **Insured**to produce legal paperwork in connection with the **Insured's Business**, for example, bespoked contracts of employment. In addition it provides the **Insured**with up to date guidance and advice on many legal issues, such as, employment legal procedures, managing the **Insured's Business**and debt recovery. A registration number is required to access this web site www.allianzlegal.co.uk and this is shown on the **Policy Schedule**. If the **Insured**has any problems relating to the Legal Documentation Service please e-mail Epoq Sales Limited at support@allianzlegal.co.uk.

24 Hour Glass Replacement

Broken glass is dangerous and in some circumstances can be a security risk. Allianz have negotiated a special arrangement with Solaglas one of Britain's leading glass replacement specialists.

Solaglas will bill us direct; you pay nothing except for the excess and the VAT.

This service is available 24 hours a day, all year round. To use this service telephone FREE on 0800 474747 and state your Policy number.

Allianz

Employers' Liability Section

Definitions

1. Injury
Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock

2. Employee
A. Any person under a contract of service or apprenticeship with **the Insured**
B. any of the following persons whilst working for **the Insured** in connection with the **Business**
   i. any labour master or labour only subcontractor or person supplied by him
   ii. any self-employed person providing labour only
   iii. any home worker or outworker
   iv. any trainee or person undergoing work experience
   v. any voluntary helper
   vi. any person who is borrowed by or hired to **the Insured**
   vii. any person working under the Community Offenders Act 1978, the Community Service by Offenders (Scotland) Act 1978 or similar legislation
   viii. any prospective employee being assessed by **the Insured** as to their suitability for employment
   ix. any person a court of law in the **United Kingdom** deems to be an employee

3. Business
The **Business** specified in the **Schedule** conducted solely from the **United Kingdom** and including
A. the ownership, maintenance and repair of **Premises** used in connection therewith
B. the provision and management of
   i. canteen, social, sports or welfare organisations for the benefit of **Employees**
   ii. fire and security services of **the Insured**
   iii. ambulance, first aid and medical services
C. the execution of private duties by **Employees** for any partner, director or senior official of **the Insured**
D. the repair and/or servicing of **the Insured's** motor vehicles
E. the training or retraining of any **Employee** at Government or other training centres
F. participation at trade shows, exhibitions or conferences
G. the organisation of or participation by **the Insured** in fund raising or other charitable events
H. the provision of nursery crèche or child care facilities where incidental to the **Business**
I. the provision of car parking for the benefit of **Employees**, customers and visitors

4. Territorial Limits
A. Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
B. elsewhere in the world in respect of **Injury** sustained by any **Employee** resident within the territories specified in Definition **4**.A. above and caused whilst such **Employee** is temporarily employed outside these territories provided that any action for compensation in respect of such **Injury** is brought in a court of law within the said territories or any other member country of the European Union

5. Offshore Installations
A. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
B. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
C. any pipe or system of pipes in the sea or tidal waters
D. any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition **5**.A.,**5** .B. or **5**.C. above

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6. An Act of Terrorism

An act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Cover

The Insurer will indemnify **the Insured**against legal liability to pay compensation and claimants' costs and expenses in respect of **Injury** sustained by any **Employee**arising out of and in the course of the employment or engagement of such person by **the Insured**in connection with the **Business** and caused within the **Territorial Limits**during the **Period of Insurance**.

In addition **the Insurer**will pay costs and expenses incurred by **the Insurer**or with the written consent of **the Insurer**

a. in connection with the defence of any claim
b. for representation of **the Insured**
   i. at any coroners inquest or fatal accident inquiry in respect of death
   ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury**

which may be the subject of indemnity under this **Section**.

Limit of Indemnity
The Insurer'sliability for all compensation, costs and expenses payable (including interest thereon and the costs of defending a Health and Safety legislation prosecution) in respect of any one claim or series of claims arising out of one occurrence shall not exceed the Limit of Indemnity stated in the **Schedule**.

Provided that

A. in respect of an **Act of Terrorism**the Limit of Indemnity shall not exceed £5,000,000 and not as otherwise stated in the **Schedule**.

   If **the Insurer**alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon **the Insured**.

B. in respect of the indemnity provided under this **Section**for the Corporate Manslaughter and Corporate Homicide Act 2007:
   a. the liability of**the Insurer** shall not exceed £5,000,000 in any one **Period of Insurance**
   b. all amounts payable will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
   c. where **the Insurer**has already indemnified **the Insured**in respect of legal costs or expenses incurred in connection with the defence of any criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same occurrence which gave rise to said proceedings under another **Section**of the **Policy**the amount paid under that **Section** shall contribute to the maximum amount payable under this **Section**.

Extensions (Subject to the terms limits conditions and exclusions of this Section and the Policy)

A. Indemnity to Other Parties

The indemnity provided by this **Section** will also apply:

a. in the event of the death of **the Insured**, to any personal representative of **the Insured**in respect of liability incurred by **the Insured**.

and if the Insured so request **the Insurer**will indemnify the following parties

b. any officer or committee member or other member of **the Insured's**canteen, social, sports, welfare organisations, fire and security services or ambulance, first aid and medical services against liability incurred in such capacity

c. any partner, director or **Employee**of **the Insured**against liability incurred in such capacity and in respect of which **the Insured**would have been entitled to indemnity under this **Section**if the claim had been made against **the Insured**

as though each party was individually named as **the Insured**in this **Section**

d. any principal for whom **the Insured**have agreed to execute work under contract or agreement against liability arising out of the performance of such work by **the Insured**and in respect of which **the Insured**are legally liable and would have been entitled to indemnity under this **Section**if the claim had been made against **the Insured**

Provided that

i. each such party shall observe fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply

ii. **the Insurer's**liability to **the Insured**and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the **Schedule**.

B. Health and Safety at Work - Legal Defence Costs

The Insurerwill indemnify **the Insured**and if **the Insured**so request any partner, director or **Employee**of **the Insured**in the terms of this **Section**in respect of

a. costs and expenses incurred with **the Insurer's**written consent

b. costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance**in connection with the **Business**

Provided that

i. the proceedings relate to the health, safety or welfare of any **Employee**

ii. **the Insurer**shall have the conduct and control of all the said proceedings and appeals.

The Insurerwill not pay for

a. fines or penalties of any kind

b. proceedings or appeals in respect of any deliberate or intentional criminal act or omission

c. costs or expenses insured by any other policy.

C. Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of **Injury**sustained by any **Employee**arising out of and in the course of employment or engagement by **the Insured**in connection with the **Business**and caused within the **Territorial Limits**during the **Period of Insurance**

a. is obtained by such **Employee**in any court situate within the **United Kingdom**against any person or corporate body domiciled or operating from premises within the**United Kingdom** and

b. remains wholly or partly unsatisfied six months after the date of such judgement

the Insurer will if **the Insured**so request pay to the said **Employee**the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that

i. there is no appeal outstanding
ii. the **Employee**shall have assigned the judgement to **the Insurer**
iii. this **Section**was shown in the **Schedule**at the time of the **Injury**.

D. Court Attendance Compensation

If during the **Period of Insurance**any partner, director or **Employee**of **the Insured**is required to attend court as a witness at the request of **the Insurer**in connection with a claim which is the subject of indemnity under this **Section the Insurer**will pay compensation to **the Insured**on the following scale for each day that attendance is required:

i. any director or partner	£750
ii. any **Employee**	£250

E. Corporate Manslaughter and Corporate Homicide Act 2007 - Legal Defence Costs

The Insurerwill indemnify **the Insured**in respect of

a. legal costs and expenses incurred with the prior written consent of **the Insurer**and

b. costs of the prosecution awarded against **the Insured**

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury sustained and caused during the **Period of Insurance** in the course of the **Business** and which may be subject to indemnity under this **Section**

Provided that **the Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of **the Insured**prior to their appointment

The Insurerwill not pay for

i. any fines or penalties imposed on **the Insured**or the cost of implementing any remedial order or publicity order
ii. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against **the Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
iii. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
iv. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than the **United Kingdom**
v. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or ommission by **the Insured**or any partner or director of **the Insured**or any **Employee**.

Exclusions

This **Section**does not cover

1. liability in respect of **Injury**to any **Employee**arising out of the ownership, possession or use by or on behalf of **the Insured**of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.

2. liability in respect of **Injury**to any **Employee**who is working on, visiting or travelling to or from **Offshore Installations**.

Section Conditions

1. Compulsory Insurance Legislation
The indemnity granted by this **Section**is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees**in the **United Kingdom**but **the Insured** shall repay to **the Insurer**all sums paid by **the Insurer**which **the Insurer**would not have been liable to pay but for the provisions of such law.

2. Certificate of Employers' Liability
If this **Policy**or **Section**is cancelled any certificate of Employers' Liability insurance issued hereunder is similarly cancelled from the same date.

3. Other Insurances
The Insurerwill not indemnify **the Insured**in respect of liability which is insured by or would but for the existence of this **Section**be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this **Section**not been effected.

4. Alteration
If at any time anything shall occur or be done which materially affects the risk insured **the Insured** shall give immediate notice in writing to **the Insurer**.

5. Discharge of Liability
The Insurermay pay to **the Insured**in the event of any one claim or series of claims arising out of one occurrence the specified Limit of Indemnity in respect thereof (after deducting therefrom any sums already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such claim or series of claims arising out of one occurrence, except for the amount of any costs and expenses incurred prior to the date of the payment.

6. Declaration Condition
If the premium or part of any premium is calculated on estimates supplied to **the Insurer**by or on behalf of **the Insured**, **the Insured**shall keep a record of all such relevant particulars and shall allow **the Insurer**to inspect such records at any reasonable time.
The Insuredshall furnish **the Insurer**with such information as **the Insurer**may require at the expiry of each **Period of Insurance**, within the period specified by **the Insurer**. The premium shall be adjusted annually and any difference shall be paid by or returned to **the Insured**subject to any agreed minimum or deposit premium specified in the **Schedule**.

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Public Liability Section

Definitions

1. Injury

A. Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock

B. invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person

2. Employee

A. Any person under a contract of service or apprenticeship with **the Insured**

B. any of the following persons whilst working for **the Insured**in connection with the **Business**

i. any labour master or labour only subcontractor or person supplied by him
ii. any self-employed person providing labour only
iii. any home worker or outworker
iv. any trainee or person undergoing work experience
v. any voluntary helper
vi. any person who is borrowed by or hired to **the Insured**
vii. any person working under the Community Offenders Act 1978, the Community Service by Offenders (Scotland) Act 1978 or similar legislation
viii. any prospective employee being assessed by **the Insured**as to their suitability for employment
ix. any person a court of law in the **United Kingdom**deems to be an employee

3. Business

The **Business**specified in the **Schedule**conducted solely from the **United Kingdom**and including

A. the ownership, maintenance and repair of **Premises**used in connection therewith

B. the provision and management of

i. canteen, social, sports or welfare organisations for the benefit of **Employees**
ii. fire and security services of **the Insured**
iii. ambulance, first aid and medical services

C. the execution of private duties by **Employees**for any partner, director or senior official of **the Insured**

D. the repair and/or servicing of **the Insured's** motor vehicles

E. the training or retraining of any **Employee**at Government or other training centres

F. participation at trade shows, exhibitions or conferences

G. the organisation of or participation by **the Insured**in fund raising or other charitable events

H. the provision of nursery crèche or child care facilities where incidental to the **Business**

I. the provision of car parking for the benefit of **Employees**, customers and visitors

4. Territorial Limits

A. the **United Kingdom**

B. in respect of **Injury**, loss or damage caused by or arising from

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
ii. non-manual work occurring during any temporary visit or journey to the United States of America or Canada

by any partner, director or **Employee**of **the Insured**normally resident within the **United Kingdom**

C. anywhere in the world in respect of **Products**

5. Products

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by **the Insured**in connection with the **Business**and not in the charge or control of **the Insured**

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6. Pollution or Contamination

A. All **Pollution or Contamination**of buildings or other structures or of water or land or the atmosphere; and

B. all **Injury**, loss or damage directly or indirectly caused by such pollution or contamination.

All **Pollution or Contamination**which arises out of one incident shall be deemed to have occurred at the time such incident takes place

7. Offshore Installations

A. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation

B. any installation in the sea or tidal waters which is intended for the storage or recovery of gas

C. any pipe or system of pipes in the sea or tidal waters

D. any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition **7**.A., **7**.B. or **7**.C. above

8. An Act of Terrorism

An act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

9. Asbestos

Asbestos or fibres or particles of asbestos or any material containing asbestos.

Cover

A. **The Insurer**will indemnify **the Insured**against legal liability to pay compensation and claimants' costs and expenses in respect of accidental
   a. **Injury**to any person
   b. loss of or damage to material property
   c. nuisance, trespass, obstruction or interference with any right of way, light, air or water occurring within the **Territorial Limits**during the **Period of Insurance**in connection with the **Business**.

In addition **the Insurer**will pay costs and expenses incurred by **the Insurer**or with the written consent of **the Insurer**
a. in connection with the defence of any claim
b. for representation of **the Insured**
   i. at any coroners inquest or fatal accident inquiry in respect of death
   ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury**, loss or damage

which may be the subject of indemnity under this **Section**.

Limit of Indemnity

A. **the Insurer's**liability for all compensation payable in respect of
   i. any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
   ii. all **Pollution or Contamination**which is deemed to have occurred during any one **Period of Insurance**

shall not exceed the Limit of Indemnity stated in the **Schedule**.

B. In respect of all claims against **the Insured**made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of the amount of all
   i. claimants' costs and expenses
   ii. costs and expenses incurred by **the Insurer**or with the written consent of **the Insurer**in connection with the defence of such claims.

Provided that

i. in respect of an **Act of Terrorism**the liability of **the Insurer**shall not exceed the Limit of Indemnity stated in the **Schedule** or £5,000,000 (whichever is the lesser).

   If **the Insurer** alleges that by reason of this limitation any loss damage or expense is not covered the burden of proving the contrary shall be upon **the Insured**.

ii. in respect of the indemnity provided under this **Section**for Extension J - Corporate Manslaughter and Corporate Homicide Act 2007 Legal Defence Costs:-
   a. the liability of **the Insurer**shall not exceed £5,000,000 or the Limit of Indemnity stated in the **Schedule**(whichever is the lesser) in any one **Period of Insurance**
   b. all amounts payable will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
   c. where **the Insurer**has already indemnified **the Insured**in respect of legal costs or expenses incurred in connection with the defence of any criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same cause or occurrence which gave rise to said proceedings under another**Section** of the **Policy** the amount paid under that **Section**shall contribute to the maximum amount payable under this **Section**.

Extensions (Subject to the terms limits conditions and exclusions of this Section and the Policy)

A. Indemnity to Other Parties

The indemnity provided by this **Section** will also apply:

a. in the event of the death of **the Insured**, to any personal representative of **the Insured** in respect of liability incurred by **the Insured**

and if **the Insured** so request **the Insurer** will indemnify the following parties

b. any officer or committee member or other member of **the Insured's** canteen, social, sports, welfare organisations, fire and security services or ambulance, first aid and medical services against liability incurred in such capacity
c. any partner, director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which **the Insured** would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**

as though each party were individually named as **the Insured** in this **Section**

d. any principal for whom **the Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by **the Insured** and in respect of which **the Insured** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**

Provided that

i. each such party shall observe fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply
ii. **the Insurer's** liability to **the Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the **Schedule**.

B. Joint Insured Cross Liabilities

If more than one party is named as **the Insured** this **Section** shall apply as though each were insured separately provided that **the Insurer's** liability to all parties indemnified shall not exceed in total the Limit of Indemnity stated in the **Schedule**.

C. Overseas Personal Liability

The **Business** is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or **Employee** of **the Insured** or family member of such partner, director or **Employee** normally resident within the **United Kingdom** in the course of any journey or temporary visit to any other country made in connection with the **Business**.

D. Motor Contingent Liability

The Insurer will indemnify **the Insured** in the terms of this **Section** against liability arising out of the use in connection with the **Business** of any vehicle not owned, provided or being driven by **the Insured** but this **Section** does not cover liability

a. in respect of loss of or damage to such vehicle
b. arising out of any such use in any country outside the European Union
c. incurred by any party other than **the Insured**
d. incurred by any party identified in Extension A. (Indemnity to Other Parties) other than an **Employee**.

For the purpose of this cover Exclusion 1. (Injury to **Employees**) does not apply.

E. Health and Safety at Work - Legal Defence Costs

The Insurerwill indemnify **the Insured**and if **the Insured**so request any partner, director or **Employee**of **the Insured**in the terms of this **Section**in respect of

a. costs and expenses incurred with **the Insurer's**written consent

b. costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance**in connection with the **Business**

Provided that

i. the proceedings relate to the health, safety or welfare of any person other than an **Employee**

ii. **the Insurer**shall have the conduct and control of all the said proceedings and appeals.

The Insurerwill not pay for

a. fines or penalties of any kind

b. proceedings or appeals in respect of any deliberate or intentional criminal act or omission

c. costs or expenses insured by any other insurance.

F. Data Protection Act

The Insurerwill indemnify **the Insured**and if **the Insured**so requests any **Employee** or director or partner of **the Insured**for damage or distress occurring as a result of an offence under Section 13 of the Data Protection Act 1998 committed during the **Period of Insurance**within the **United Kingdom**and arising in connection with the **Business**provided that **the Insured**is a registered user in accordance with the terms of the Data Protection Act 1998.

The Insurerwill not pay for

a. any damage or distress caused by any deliberate act or omission by **the Insured**the result of which could reasonably have been expected by **the Insured**having regard to the nature and circumstances of such act or omission

b. the payment of fines or penalties

c. the costs and expenses of replacing reinstating rectifying or erasing blocking or destroying any Data or Personal Data

d. any damage or distress caused by any act of fraud or dishonesty

e. liability arising from the recording, processing or provision of Data or Personal Data for reward or to determine the financial status of any person.

Data and Personal Data shall have the meaning defined in the Data Protection Act 1998.

G. Defective Premises Act 1972

The Insurerwill indemnify **the Insured**in the terms of this **Section**against liability incurred by **the Insured**under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by **the Insured**

Provided that this Extension does not cover

a. the cost of rectifying any damage or defect in the premises or land disposed of

b. liability for which **the Insured**is entitled to indemnity under any other insurance

c. the presence of **Asbestos**.

H. Court Attendance Compensation

If during the **Period of Insurance**any partner, director or **Employee**of **the Insured**is required to attend court as a witness at the request of **the Insurer**in connection with a claim which is the subject of indemnity under this **Section the Insurer**will pay compensation to **the Insured**on the following scale for each day that attendance is required:

i. any director or partner £750

ii. any **Employee** £250

I. Contractual Liability
In respect of liability assumed by **the Insured**by a contract or agreement entered into by **the Insured**and which would not have attached in the absence of such contract or agreement, the indemnity provided by this **Section**shall only apply if the sole conduct and control of any claim is vested in**the Insurer**

Provided that **the Insurer**shall not in any event provide indemnity in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

J. Corporate Manslaughter and Corporate Homicide Act 2007 - Legal Defence Costs
The Insurerwill indemnify **the Insured**in respect of
a. legal costs and expenses incurred with the prior written consent of **the Insurer** and
b. costs of the prosecution awarded against **the Insured**
in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury occuring during the **Period of Insurance**in the course of the **Business**and which may be the subject of indemnity under this **Section**
Provided that **the Insurer**agrees details of the specific solicitor or counsel who are to act on behalf of **the Insured**prior to their appointment

The Insurerwill not pay for
i. any fines or penalties imposed on **the Insured**or the cost of implementing any remedial order or publicity order
ii. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against **the Insured**at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
iii. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
iv. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than in the **United Kingdom**
v. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or ommission by**the Insured** or any partner or director of **the Insured**or any **Employee**.

K. Obstructing Mechanically Propelled Vehicles
If a mechanically propelled vehicle which is not the property or responsibility of **the Insured**causes an obstruction within the **United Kingdom**to the extent of interfering with the carrying out of the **Business**then not withstanding Exclusion 5 (Mechanically Propelled Vehicles) **the Insurer**will indemnify **the Insured** in the terms of this **Section**in respect of the legal liability of **the Insured**for the **Injury**or loss of or damage to material property arising from the movement of such vehicle by **the Insured**or by any **Employee**
Provided that
a. such movement shall be limited to the minimum necessary to clear the obstruction
b. the indemnity will not apply to loss of or damage to such vehicle or its contents
c. this Extension shall not apply to circumstances for which a certificate of insurance or security is required in accordance with road traffic legislation.

Exclusions

This **Section**does not cover

1. Injury to **Employees**
liability in respect of **Injury**to any **Employee**arising out of and in the course of the employment or engagement of such person by **the Insured**.

2. Work on **Offshore Installations**
liability in respect of **Injury**, loss or damage arising in connection with work on or travel to or from **Offshore Installations**.

3. Fines, penalties, liquidated, punitive, exemplary or aggravated damages
liability in respect of
a. fines, penalties or liquidated damages
b. punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.

4. **Pollution or Contamination**
liability in respect of
a. **Pollution or Contamination**occurring in the United States of America or Canada or any dependency or trust territory
b. **Pollution or Contamination**occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance.**

5. Mechanically Propelled Vehicles
liability arising out of the ownership, possession or use by or on behalf of **the Insured**of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply
   i. while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
   ii. in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

except where more specifically insured by any other policy.

6. Vessels or Craft
liability arising out of the ownership, possession or use by or on behalf of **the Insured**of any
a. aircraft or other aerial device made or intended to travel through air or space
b. any water-borne vessel or craft other than
   i. those used for business entertainment purposes within inland waters
   ii. hand propelled or sailing watercraft whilst within inland waters and not exceeding 75 feet in length

7. Property in the charge or control of **the Insured**
liability in respect of loss of or damage to any property belonging to or in the charge or control of **the Insured**other than
a. personal effects or vehicles of any partner, director or **Employee**of or visitor to **the Insured**
b. premises (and their contents) not belonging, leased, rented or hired to **the Insured**but temporarily in the charge of **the Insured**for the purpose of carrying out work
c. **Premises**(including their fixtures and fittings) leased, rented or hired to **the Insured**but this **Section**does not cover liability attaching to **the Insured**solely under the terms of any tenancy or other agreement.

8. Damage to Goods Supplied
liability in respect of
a. loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of **the Insured**
b. all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of
   i. any such goods or property
   ii. any defective work executed by or on behalf of **the Insured**

except that 8.a. and 8.b.i above shall not apply to liability in respect of loss of or damage to the said goods or property if such loss or damage is caused by or arises from any alteration, repair or servicing work executed by **the Insured**under a separate contract.

9. **Products**
liability in respect of any **Injury**, loss or damage caused by or arising from **Products**but this shall not apply to liability arising out of
a. any **Products**connected with the activities referred to in Definitions 3.B, 3.C, 3G and 3H.
b. any food or drink supplied to partners, directors, **Employees**or non-paying guests of **the Insured**
c. the disposal of furniture and office equipment originally intended solely for use by **the Insured**in connection with the **Business**and which is no longer required for that purpose
d. the accidental obstruction of pedestrian or vehicular traffic caused by any load delivered by any vehicle of **the Insured**.
e. the provision of gifts and promotional material.

10.Advice and Design
liability for **Injury**, loss or damage arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of **the Insured**.

11.Contract Works and J.C.T. Clause 6.5.1
liability in respect of loss of or damage to any property
a. comprising or to be incorporated in the contract works in respect of any contract undertaken by **the Insured**
b. against which **the Insured**are required to effect insurance under the terms of Clause 6.5.1. of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

12.Computer Date Recognition
liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of **the Insured**or not, and whether occurring before, during or after the year 2000, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure
   i. correctly to recognise any date as its true calendar date
   ii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
   iii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

13. **Excess**
the amount of the **Excess**shown in the **Schedule**.

Section Conditions

1. Other Insurances

The Insurerwill not indemnify **the Insured**in respect of liability which is insured by or would but for the existence of this **Section**be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this **Section**not been effected.

2. Alteration

If at any time anything shall occur or be done which materially affects the risk insured **the Insured** shall give immediate notice in writing to **the Insurer**.

3. Discharge of Liability

The Insurermay pay to **the Insured**in the event of any one claim or series of claims arising out of one occurrence the specified Limit of Indemnity in respect thereof (after deducting therefrom any sums already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such claim or series of claims arising out of one occurrence, except for the amount of any costs and expenses incurred prior to the date of the payment.

4. Declaration Condition

If the premium or part of any premium is calculated on estimates supplied to **the Insurer**by or on behalf of **the Insured**, **the Insured**shall keep a record of all such relevant particulars and shall allow **the Insurer**to inspect such records at any reasonable time.

The Insuredshall furnish **the Insurer**with such information as **the Insurer**may require at the expiry of each **Period of Insurance**, within the period specified by **the Insurer**. The premium shall be adjusted annually and any difference shall be paid by or returned to **the Insured**subject to any agreed minmum or deposit premium specified in the **Schedule**.

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Accident Section

Definitions

Accidental Bodily Injury
Bodily injury caused by:
a. accidental violent external and visible means
b. unavoidable exposure to the elements.

Adjustment Information
Such additional information as **the Insurer**may require **the Insured**to provide in order to calculate the full premium due for the **Period of Insurance** as shown in the **Schedule**.

Aircraft Accumulation Limit
The Insurer'smaximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer**to **the Insured**for all **Losses**involving any **Scheduled Air Transport**.

Annual Salary
The annualised gross salary (excluding bonus payments) payable per annum by **the Insured**to the **Insured Person**as at the date of **Accidental Bodily Injury**.

Associated Illness
Sicknessor disease (except any psychological condition or disorder) that results directly from the **Insured Person**sustaining **Accidental Bodily Injury**, that would not otherwise have arisen and had not previously arisen.

Benefit
The sum or sums of money that **the Insurer**has agreed to pay **the Insured** or, as applicable, the **Insured Person**as shown in the **Schedule**.

Business Trip
Any journey undertaken by an **Insured Person**(and their accompanying **Spouse**and accompanying immediate family when approved by **the Insured**) on behalf of **the Insured**in connection with the **Business**of **the Insured**that forms part of the **Declared Travel Pattern**.

Capital Sum Benefit
A **Benefit**that is not payable at a weekly rate.

Clause
Any addition, variation or alteration to the terms of this **Section**.

Contamination
Contaminationor poisoning of people by nuclear and/or chemical and/or biological substances that cause illness and/or disablement and/or **Death**.

Contamination by Terrorism Accumulation Limit
The Insurer'smaximum liability in total under this and any other group personal accident and business travel policies issued or to be issued by **the Insurer**to **the Insured**in respect of any one **Loss**involving **Contamination**by **Terrorism**as shown in the **Schedule**.

Death
Death caused by **Accidental Bodily Injury**.

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Allianz Insurance plc is authorised and regulated by the Financial Services Authority and this can be checked by visiting the FSA's website at www.fsa.gov.uk or by contacting the FSA on 0845 606 1234. Our registration number is 121849. Allianz Insurance plc is a member of the Association of British Insurers www.allianz.co.uk

Declared Travel Pattern
The number, destination and average duration of expected journeys as provided by **the Insured** to **the Insurer**.

Directors
The registered company directors of **the Insured** and any other persons agreed with **the Insurer** in writing to be treated as directors.

Employee
Any employee of **the Insured** or any other person acting in the capacity of an employee whilst working for **the Insured** in connection with the **Business** of **the Insured**.

Europe
The **United Kingdom** and Eire, the continent of Europe, islands in the Mediterranean, former member states of the Soviet Union west of the Ural Mountains and Turkey west of 30° East.

Event Accumulation Limit
The Insurer's maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** for all **Losses** not involving air travel.

Excess Period
The first period of **Temporary Total Disablement** or **Temporary Partial Disablement** for which no **Benefit** is payable as shown in the **Schedule**.

First Aid Expenses
Expenses necessarily incurred by the **Insured Person** or **the Insured** on behalf of the **Insured Person** for immediate and urgent treatment due to the **Insured Person** having sustained **Accidental Bodily Injury** which results in a valid claim for any of **Benefits** 1 to 9 as shown in the **Scale(s) of Compensation** in the **Schedule**.

Hospital
Any National Health Service Trust or registered private hospital in the **United Kingdom** licensed by a recognised body for the undertaking of surgical operations or any equivalent establishment outside of the **United Kingdom**.

Hospitalisation
Any continuous period of 24 hours or more during which time the **Insured Person** has been confined to **Hospital**.

Insured Person
Those persons specified in the **Schedule** as being Insured Persons.

Insured Trip
a. Any journey undertaken by an **Insured Person** (and their accompanying **Spouse** and accompanying immediate family when approved by **the Insured**) on behalf of **the Insured** in connection with the **Business** of **the Insured**

and

b. any other journey undertaken by an **Insured Person** (and their accompanying **Spouse** and accompanying immediate family when approved by **the Insured**) with the permission of **the Insured**

that forms part of the **Declared Travel Pattern**.

Loss(es)
A loss or series of losses arising out of or consequent upon or contributed to directly or indirectly by one originating event.

Loss of Hearing
Total and permanent loss of hearing in one or both ears.

Loss of Internal Organ
Total and permanent:
a. loss by removal
or
b. effective loss of use
of one lung or kidney, the spleen or liver

Loss of Limb
Total and permanent loss:
a. by physical seperation
or
b. of use
of a hand, at or above the wrist or a foot, at or above the ankle.

Loss of Sight
Total and permanent loss of sight which will be considered as having occured:
a. in both eyes if the **Insured Person's**name has been added to the Register of Blind Persons maintained by the government on the authority of a fully qualified ophthalmic specialist
or
b. in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Loss of Speech
Total and permanent loss of the ability to speak or communicate verbally.

Maximum Benefit
The maximum amount of **Benefit**payable, as shown in the **Scale(s) of Compensation**in the **Schedule**.

Maximum Payment Period
The maximum length of time for which a **Benefit**is payable after the **Excess Period**has expired as shown in the **Schedule**.

Non-scheduled Air Accumulation Limit
The Insurer'smaximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer**to **the Insured**for all **Losses** involving air travel other than **Scheduled Air Transport**.

Operative Times of Cover
The time and circumstances as defined below and as shown in the **Schedule**:

A. **24 Hours**
At any time

B. **Business Travel outside the United Kingdom**
On a **Business Trip**outside the **United Kingdom**or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom**whichever is last, until return to place of residence or place of work in the **United Kingdom**whichever is first. Any period of holiday for an **Insured Person**which is purely ancillary to the **Business Trip**shall be deemed included within the period of the **Business Trip**provided that it is otherwise within the period set out above.

C. **Business Travel in the United Kingdom**
On a **Business Trip**in the **United Kingdom**or country of residence involving an overnight stay away from the **Insured Person's**residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

D. **Travel in the United Kingdom**
On a **Business Trip**for **Insured Persons**and **Insured Trip**for **Directors**of **the Insured**in the **United Kingdom**or country of residence involving an overnight stay away from the **Insured Person's**residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

E. **Travel outside the United Kingdom**
On a **Business Trip**for **Insured Persons**and **Insured Trip**for **Directors**of **the Insured** outside the **United Kingdom**or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom**whichever is last, until return to place of residence or place of work in the **United Kingdom**whichever is first.
Any period of holiday for an **Insured Person**which is purely ancillary to the **Business Trip**shall be deemed included within the period of the **Business Trip**provided that it is otherwise within the period set out above.

F. **All Travel in the United Kingdom**
Whilst on an **Insured Trip**in the **United Kingdom**or country of residence involving an overnight stay away from the **Insured Person's**residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

G. **All Travel outside the United Kingdom**
While on an **Insured Trip**outside the **United Kingdom**or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom**whichever is the last, until return to place of residence or place of work in the **United Kingdom**whichever is the first.

H. **Occupational**
a. While an **Insured Person**is carrying out their occupational duties for **the Insured**or while travelling between:
   i. the **Insured Person's**place of residence and place of work
   ii. places of work
   where the travel is at the expense of **the Insured**.
b. At any time where the **Accidental Bodily Injury**is the direct result of an unprovoked physical assault by another person.

I. **Occupational including Commuting**
a. While an **Insured Person**is carrying out their occupational duties for **the Insured**or while travelling between:
   i. place of residence and place of work
   ii. places of work where the travel is at the expense of **the Insured**.
b. At any time where the **Accidental Bodily Injury**is the direct result of an unprovoked physical assault by another person.

J. **Away from premises**
While an **Insured Person**is:
- carrying out their occupational duties and is not on **the Insured's**premises
- travelling between places of work where the travel is at the expense of **the Insured**.

K. **Assault**
At any time where **Accidental Bodily Injury**is the direct result of an unprovoked physical assault by another person.

L. **Motor Vehicle Travel**
Whilst getting in and out of, travelling in, loading or unloading, carrying out emergency road-side repairs to, and refuelling of any vehicle used for the **Business**of **the Insured**.

Permanent Total Disablement
Any permanent disablement other than
a. **Loss of Sight**
b. **Loss of Hearing**
c. **Loss of Limb**
d. **Loss of Internal Organ**
e. **Loss of Speech**
which, having lasted without interruption for at least 12 months, has no reasonable prospect of improving and, in the opinion of an independent qualified medical referee acceptable to **the Insurer**, will in all probability permanently, completely and continuously prevent the **Insured Person**from engaging in or giving attention to :-

i. their **Usual Occupation**if in gainful employment
ii. business profession or occupation of each and every kind if the **Insured Person**is not in gainful employment
iii. business schooling profession or occupation of each and every kind if the **Insured Person**is under 16 years of age or under 18 years of age in full time education

for the remainder of their life.

Permanent Total Disablement (Continental Scale)
Compensation under Item 7 of the **Scale(s) of Compensation**is extended to include the following additional **Benefits**in accordance with the following percentages subject to a maximum total of 100% in the aggregate if the Continental Scale is shown as insured in the **Schedule** provided that the **Insured Person**has survived for at least one month from the date of the occurrence.

1. **Permanent Total Disablement**	100%
2. Permanent loss by physical seperation of:	
a. one thumb:	
I. both phalanges	30%
II. one phalange	15%
b. one index finger	
I. three phalanges	20%
II. two phalanges	13%
III. one phalange	6%
c. one other finger	
I. three phalanges	10%
II. two phalanges	6%
III. one phalange	3%
d. one great toe:	
I. two phalanges	15%
II. one phalange	7.5%
e. one other toe:	
I. three phalanges	5%
II. two phalanges	3%
III. one phalange	1.5%
3. Permanent total loss of use of:	
a. shoulder or elbow	25%
b. wrist, hip, knee or ankle	20%
4. Removal by surgical operation of lower jaw	30%
5. **Sickness**resulting in **Loss of Sight**or **Permanent Total Disablement**by paralysis	20%

A proportionately lower percentage of compensation will be payable in the event of a partial loss under 2. above

Claims arising from pre-existing conditions are excluded in respect of 5. **Sickness**resulting in **Loss of Sight**or **Permanent Total Disablement**by paralysis or in respect of general paralysis of the insane.

Permanent Partial Disablement
Means **Loss of Sight**, **Loss of Hearing**, **Loss of Speech**, **Loss of Limb**, **Loss of Internal Organ**.

Scale(s) of Compensation
The scale of **Benefits**as shown in the Accident **Section**of the **Schedule**.

Scheduled Air Transport
A registered fixed wing aircraft which flies from an internationally recognised airport on a published schedule and which has more than 18 seats.

Sickness
Any illness, disease, medical complaint or medical condition which is not **Accidental Bodily Injury** and which is contracted by an **Insured Person**within **Europe**, the United States of America, Canada, Australia or New Zealand.

Spouse
The
i. spouse
ii. partner
iii. civil partner with whom the **Insured Person**has been cohabiting for at least 3 months as though they were their spouse or partner

of the **Insured Person**

Temporary Partial Disablement
Disablement that completely prevents the **Insured Person**from performing more than 50% of the functions of their **Usual Occupation**.

Temporary Total Disablement
Disablement which completely prevents the **Insured Person**from performing each and every function of their **Usual Occupation**.

Terrorism
An act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

Usual Occupation
The tasks, duties and other functions which **the Insured**normally pays the **Insured Person**to perform in connection with the **Business**of **the Insured**.

Visitors
Persons who are not:-
a. **Employees**of **the Insured**
b. emergency services personnel
c. work experience placements under goverment funded training programmes

but who are lawfully visiting **the Insured's**premises.

War
Invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Weekly Benefit
The amount shown in the **Schedule**under the **Scale(s) of Compensation**that **the Insurer**will pay to **the Insured**for each complete working week, during any period of **Temporary Total Disablement**or **Temporary Partial Disablement** of an **Insured Person**.

Weekly Wage
The gross basic weekly amount (or in the case of a salaried **Employee**1/52nd of the **Annual Salary**) normally paid (excluding bonus payments) by **the Insured**to the **Insured Person**as at the date of **Accidental Bodily Injury**for their **Usual Occupation**.

Part 1 Accident

Cover

The Insurerwill pay **the Insured** in accordance with the **Scale(s) of Compensation**specified in the **Schedule**if any **Insured Person**suffers **Accidental Bodily Injury**during the **Period of Insurance**and **Operative Time of Cover**which, within 12 months thereof solely, directly and independently of any other cause results in the:

a. **Death**
b. **Permanent Total Disablement**
c. **Permanent Partial Disablement**
d. **Temporary Total Disablement**
e. **Temporary Partial Disablement**

of an **Insured Person**

Extensions of Cover

1. **Rehabilitation and Retraining Expenses**

If the **Permanent Total Disablement Benefit**becomes payable **the Insurer**will pay for rehabilitation and retraining costs to facilitate the **Insured Person's**return to gainful employment provided that the:-

a. **Insured Person**was not over 65 years of age when **Accidental Bodily Injury**leading to **Permanent Total Disablement**occurred
b. **Insured Person**was an **Employee**of **the Insured**
c. **Insurer's**prior written approval of any rehabilitation and retraining costs is obtained.

The maximum amount payable is £10,000 in respect of any one **Insured Person**.

2. **Visitors' Benefit**

If a **Visitor**suffers **Accidental Bodily Injury**which, within 12 months thereof solely, directly and independently of any other cause results in the **Death, Permanent Total Disablement** or **Permanent Partial Disablement**of a **Visitor**, **the Insurer**will pay **the Insured**a sum of £2,500 in respect of each **Visitor**.

The maximum amount payable is £10,000 in respect of any one **Loss**.

3. **Hospitalisation Benefit**

If **Accidental Bodily Injury**results in **Hospitalisation**in the **Insured Person's**country of residence on the recommendation of an appropriate doctor attached to the **Hospital**, **the Insurer** will pay **the Insured**:-

In-Patient **Benefit**

a. £50 for each continuous 24-hour period that the **Insured Person**spends in **Hospital**as an in-patient.
   The maximum amount payable is £2,000 in respect of any one **Insured Person**.

Convalescence **Benefit**

b. £50 for each continuous 24-hour period of convalescence during which the **Insured Person**is confined to their home or a registered nursing home on the recommendation of an appropriate doctor attached to the **Hospital**after discharge following a period of **Hospitalisation**.
   The maximum amount payable is £2,000 in respect of any one **Insured Person**.

4. **Training Placements' Benefit**
Unless otherwise included as an **Insured Person**or **Visitor**this **Section**extends to include:
a. work experience placements
b. trainees
under government funded training programmes in respect of **Accidental Bodily Injury**resulting in **Death**, **Permanent Total Disablement**or **Permanent Partial Disablement**.
The amount payable is £25,000 in respect of any one such person.

5. **Age Enhancement Benefit**
Notwithstanding Exclusion 6 if an**Insured Person** is between 75 and 80 years of age and suffers **Accidental Bodily Injury**during the **Period of Insurance**and **Operative Time of Cover** which, within 12 months thereof soley, directly and independently of any other cause results in **Death** or **Permanent Partial Disablement**, **the Insurer** will pay £2,500 to **the Insured**.

6. **Assault Injury Enhanced Benefit**
If an **Insured Person**sustains **Accidental Bodily Injury**as a direct result of a malicious, unprovoked, physical assault whilst acting in connection with the **Business**of **the Insured**which causes **Death**, **Permanent Total Disablement**or **Permanent Partial Disablement**, **the Insurer** will pay **the Insured**an additional **Benefit** equivalent to 10% of the Capital Sum **Benefit**amount shown in the **Schedule** for the **Insured Person**.
The maximum amount payable in respect of this additional **Benefit**is £25,000 in respect of any one **Insured Person**.

7. **Temporary Replacement Staff Costs**
If a **Death Benefit**becomes payable under this **Policy**, **the Insurer**will pay **the Insured**an additional sum of £5,000 towards reasonable additional costs **the Insured**incurs in conducting the **Business**of **the Insured**.

8. **First Aid Expenses**
The Insurerwill pay for **First Aid Expenses**incurred in the **Insured Person's**country of residence up to:
a. 15% of any amount paid by **the Insurer**under **Benefits**1 to 7
or
b. 30% of any amount paid by **the Insurer**under **Benefits**8 and 9
subject to a maximum total amount of £15,000 in respect of any one **Insured Person**.

9. **Legal Advice**
A Legal Adviser Card is provided to **the Insured**entitling all **Insured Person's**to seek telephone advice and guidance 24 hours a day, 365 days a year on any personal legal matter, apart from employment problems, which should be directed through the employer's normal procedures.

The legal advice and guidance the**Insured Person** gets will always be according to the laws of Great Britain and Northern Ireland. Calls may be recorded to protect the **Insured Person**.

When the **Insured Person**calls for Legal Advice, he or she must quote Policy Reference 34465. The **Insured Person**will be asked for a brief summary of the problem and these details will be passed on to an adviser who will return the **Insured Person's**call.

Legal advice is available by telephone during the **Period of Insurance** although no liability can be accepted for any breakdown or failure of the telephone network.

Policyholder Helplines

These added value services are provided as automatic benefits under your **Policy**and are administered by FirstAssist Services Ltd on behalf of **the Insurer**.

All services are accessed by **the Insured**or **Insured Person**contacting FirstAssist on the telephone numbers provided alongside each service.

Employee Assistance
Tel 01455 895070
The world we live in is constantly changing, less certain and more stressful than it used to be. People may have difficulty coping with the pressures and strains of life whether at home or in the workplace.

Issues can range from debt problems, marital and relationship difficulties, alcohol and drug misuse, stress or bereavement.

We provide access to specialist counselling that is confidential to the **Employee**, and available 24 hours a day, 365 days a year.

Medical Advice Line
Tel 0208 763 4808
The medical advice helpline can provide advice and information on a wide range of issues from:

- All medical and surgical conditions
- Medications
- Pre and post treatment advice
- The rights of patients and their families
- Hospital procedures
- Location of specialist practitioners, hospitals and consultants
- Do's and don'ts before and after treatment
- The right questions to ask the doctor/consultant/hospital in plain English
- Details of local and national help and support groups

If they don't have the answer, the medical team will source the required details and call back, e-mail or post these to the **Employee**.

The Medical Advice Line provides comprehensive advice and information, however, it is not an emergency service and will not provide a diagnosis or prescribe treatments.

Exclusions

The Insurer will not pay for:

1. any claim arising out of or consequent upon or contributed to directly or indirectly by:-

A. any **Insured Person** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind.

B. the **Insured Person**
   a. taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for the **Insured Person's** own drug addiction or alcoholism
   b. serving in the Armed Forces of any Nation or International Authority
   c. committing suicide, attempted suicide or intentional self-injury
   d. participating in off-piste winter sports
   e. engaging in air travel as aircraft crew of any kind or carrying out any trade or technical operation whilst an aircraft is in flight.

C. **War** (whether declared or not):
   a. between any of the Major Powers (specifically China, France, the **United Kingdom**, any of the former member states of the Soviet Union and the United States of America)
   and/or
   b. within **Europe** in which any of such Major Powers or their armed forces are involved or any enforcement action within **Europe** by or on behalf of the United Nations.

D. ionising radiations radioactive contamination or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

E. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) and or any mutual derivative or variations however caused.

2. **Losses** arising directly or indirectly out of **Contamination** due to any act of **Terrorism** regardless of any other cause or any other event contributing at the same time or in any other sequence to such event.
   If **the Insurer** alleges that by reason of this exclusion any loss damage cost or expense is not covered the burden of proving the contrary shall be upon **the Insured** or **Insured Person**, as applicable.

3. any **Loss** arising from travel to Afghanistan, Iraq, Ivory Coast, Somalia or Chechnya unless agreed in writing by **the Insurer**.

4. any claim in excess of £25,000,000 irrespective of any amount shown elsewhere in the **Schedule.**

5. any claim in respect of:-
   a. any **Benefit** during the **Excess Period**
   b. sickness or disease (with the exception of **Associated Illness**)

6. any claim in respect of any **Insured Person** aged 75 or over at the commencement of the **Period of Insurance** unless otherwise agreed by **the Insurer**.

Conditions

The **General Conditions**of this **Policy** apply to this **Section**with the exception of **General Conditions 2, 3 and 4**.

In addition the following Conditions apply to this **Section**.

1. Duty of Disclosure
All information supplied to **the Insurer** by or on behalf of **the Insured**must be truthful and complete including any information supplied in relation to a claim.

2. Payment of Premium
The Insured must pay to **the Insurer**all premiums due to **the Insurer**together with all taxes due on the premiums.

If **the Insurer** agrees to accept payment of premiums by instalments and payment of any instalment is not made on a due date for whatever reason the full outstanding balance shall become payable immediately.

If **the Insured**then fails to pay such amount within 7 days of **the Insurer**giving notice to **the Insured**of the default in payment **the Insurer**may cancel this **Section**by giving 7 days' notice in writing to**the Insured** .

3. Assignment
The Insuredand the **Insured Person**must not assign any of the **Benefits**under this **Section**. **The Insurer** will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this **Section**.

4. Change in Risk
The Insured must give immediate notice to **the Insurer**of any change to the ownership of **the Insured**, the **Business**of **the Insured**or the occupation of any **Insured Person**from that which **the Insured**originally advised to **the Insurer**.

5. The Insurer's right to cancel this Section
Other than as described under **Section Condition**2. above or **Section Condition**6. below **the Insurer**may cancel this **Section**by sending 30 days' notice by recorded delivery post to **the Insured**at **the Insured's**last known address together with any appropriate refund of premium. The **Insured Person**and **the Insured**may not cancel this **Section**.

6. Cancellation - War Risks
The Insurermay cancel cover under this **Section**in respect of **War**risks at any time and at its discretion by sending 7 days notice by recorded delivery post to **the Insured**at **the Insured's**last known address but such cancellation of cover will not apply for any **Insured Trip**outside of the **United Kingdom**or the **Insured Person's**country of residence (if different) which commenced prior to the effective date of the notice of cancellation.

7. Adjustment of premium
If premium has been calculated on a deposit or declaration basis, **the Insured**must provide the **Adjustment Information**to **the Insurer**within 30 days of the expiry of the **Period of Insurance**. Any additional premium calculated to be due must be paid by **the Insured**upon demand and any return premium will be paid by **the Insurer**to **the Insured**.

If **the Insured**does not provide the **Adjustment Information**within 30 days of the expiry of the **Period of Insurance**then **the Insurer**will be entitled to adjust the premium at its discretion, but subject to any additional premium not exceeding 50% of the annual premium for the relevant **Period of Insurance**.

8. Benefit Limits

a. **The Insurer**will not pay more than the **Maximum Benefit**or **Sum Insured**as specified in the **Scale(s) of Compensation**in the **Schedule**for any one **Insured Person**.

b. The **Maximum Benefit**payable in respect of **Death**of an **Insured Person**under 16 years of age or under 18 years of age and in full time education shall not exceed £10,000 or the **Benefit**stated in the **Scale(s) of Compensation**in the **Schedule**whichever is the lower.

c. The maximum **Weekly Benefit** payable for
   - **Temporary Total Disablement**will not exceed 100%
   - **Temporary Partial Disablement** will not exceed 50%

   of the **Insured Person's**normal **Weekly Wage**.

   The Insuredmust inform **the Insurer**if any claim payment exceeds these limits.

   The Insurershall be entitled to
   i. a return of any such claims payments in excess of the limits stated within a reasonable timescale and/or
   ii. reduce any further payments due until the claim payment in excess of the limits stated is offset.

d. Payment by **the Insurer**to **the Insured**of any **Weekly Benefit**does not prejudice **the Insured's** entitlement to any other **Benefit**but payment of **Weekly Benefits**will cease if **the Insurer**pays any of the **Capital Sum Benefits**and **the Insurer**will not be liable to pay any further **Benefits**in respect of the same **Insured Person**for the same **Loss**.

e. Payment by **the Insurer**to **the Insured**for any incomplete working week will be calculated as a proportion of the **Weekly Benefit**equivalent to the number of days of disablement compared to the number of days which **the Insured**normally pays the **Insured Person**to work in a normal week.

f. **The Insurer**will not pay more than one of the **Benefits**1 to 7 as shown in the **Scale(s) of Compensation**in respect of any one **Insured Person**for injuries arising from the same **Loss**.

g. **The Insurer**will not pay more than one of the **Benefits**8 and 9 as shown in **Scale(s) of Compensation**for an accident arising from separate originating **Losses**concurrently.

9. Disappearance

Deathof any **Insured Person**shall not be presumed by reason of their disappearance. If after a reasonable period of time has elapsed**the Insurer** having examined all the evidence available has no reason to suppose other than that the **Insured Person**has sustained an accident during the **Operative Time of Cover** resulting in their **Death**, the disappearance of such **Insured Person**shall be deemed to constitute **Death**by accident for the purposes of this **Section**.

In the event of the **Insured Person's**re-appearance after payment under Item 1 of the **Scale(s) of Compensation**the beneficiary thereof will repay such amount to **the Insurer**unless probate has been granted or legal evidence of the presumption of **Death**has been supplied to **the Insurer**.

10. Claims Conditions
No claim will be paid unless **the Insured**and where applicable the **Insured Person**complies strictly with these conditions:

a. **The Insured**or **Insured Person** must give notice to **the Insurer** as soon as possible and in any event within 30 days after the happening of any loss damage or occurrence which may result in a claim.

b. **The Insured**or **Insured Person**must provide **the Insurer** with all information and evidence which **the Insurer**may reasonably require at no cost to **the Insurer**.

c. **The Insured**or **Insured Person**must at **the Insurer's**request provide a medical examination report in respect of any **Accidental Bodily Injury** where **the Insured**or **Insured Person** requires **the Insurer**to consider a claim. **The Insurer**will pay the cost of the medical examination fee.

d. **The Insured**must ensure that as soon as possible after the occurrence of any **Accidental Bodily Injury**the **Insured Person**obtains and follows the advice of a registered medical practitioner.

   The Insurerwill not be liable for any bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of the **Insured Person's**failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed.

e. In the event of the **Death**of an **Insured Person the Insurer**will be entitled to have a post-mortem examination carried out at **the Insurer's**own expense.

f. For **the Insured** to claim any **Weekly Benefit**the **Insured Person**must not have any other **Weekly Benefit**insurance in force except where declared to and accepted by **the Insurer**.

11. Accumulation Limits
Where the total of all individual claims exceed the
i. **Aircraft Accumulation Limit**
ii. **Event Accumulation Limit**
iii. **Non-scheduled Air Accumulation Limit**
iv. **Contamination by Terrorism Accumulation Limit**

the individual claims shall be reduced proportionately until the total of all individual claims does not exceed the limit applicable.