

CLIENT NEWS

NOTIFICATION OF CHANGES TO YOUR COMMERCIAL SELECT POLICY

At Allianz Insurance plc, we constantly review our products to ensure we remain at the forefront of the market. Following our latest review, we are delighted to tell you that with effect from the renewal date of your policy you will now be provided with our most up-to-date wording.

The guidance provided below does not represent the complete terms and conditions of the policy. Please read this guidance in conjunction with your policy wording and Schedule. If you have any questions about the policy, please refer these to your insurance adviser.

A SUMMARY OF KEY CHANGES IS SHOWN BELOW

Commercial Legal Expenses

The existing section has been withdrawn and replaced with a new product and product structure. We will no longer be offering the previous three tiers of cover, but rather one comprehensive legal expenses insurance product. This change will affect you differently based upon the tier of cover you had previously selected. There may be a change to your insurance premium as a result of these updates.

If you had previously selected our basic entry level tier (Criminal Prosecution Defence and legal services only) we have withdrawn this cover from your renewal due to it no longer being available. If you would like a quotation for our refreshed full legal expenses cover please contact your insurance adviser.

If you had previously selected a mid-tier legal expenses cover (a trade up to include additional heads of cover such as Employment) we have withdrawn this cover and migrated you to our improved offering including all heads of cover, changes to which are detailed below.

If you had previously selected the top tier of cover (full legal expenses including Contract Disputes), you will not be affected by the structural change and instead can now benefit from our improved offering detailed below.

Please see your policy wording for full details, terms and conditions, however some key changes provided by the refreshed product are listed below:

Contract Disputes

The limit of indemnity for contract disputes cover has been increased from £50,000 to £100,000.

Commercial Tenancy Agreement

This head of cover has been extended and now covers both pursuit and defence of the insured's legal rights.

Date of Occurrence

This definition has been added to clarify when a claim is deemed to arise for each head of cover.

Disputed Debt

This definition has been added to clarify that disputed debt recovery is included under Event 10, Contract Disputes.

Employment

This head of cover has been extended and now includes Employment Service Occupancy, Pension Trustee Defence and Employee's Civil Defence.

Excess

This section is now excess free, so all reference to an excess has been removed.

Jury Service Allowance

The limit of £100 per day has been removed.

Property Disputes

This head of cover has been extended and now includes disputes relating to a legal nuisance and trespass, as well as physical damage to the insured's premises.

Witness Attendance Allowance

The limit of £100 per day has been removed.

Additional Services

A number of services are now available to the insured under this section for an additional charge:

Undisputed Debt Recovery Service

Solicitor Employment Support Service

Specialist Legal Support Service

Crisis Response

The Commercial Select policy overview outlines the significant features and benefits and significant exclusions or limitations.

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 know.

The parts of the Policy which form your contract of insurance with Allianz Insurance plc are:

- this Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions; the Insuring Clause; the General Exclusions and General Conditions, all of which apply to all Sections of the Policy (other than the Directors and Officers Liability, Cyber or Professional Indemnity Sections)
- the Sections of cover selected by you (as shown on the Schedule) excluding any Section covering Directors and Officers Liability, Cyber or Professional Indemnity
- the Exclusions and Conditions which apply to the Sections selected by you excluding any Section covering Directors and Officers Liability, Cyber or Professional Indemnity
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

If you have taken out Directors and Officers Liability, Cyber and/or Professional Indemnity cover, each of those covers forms a separate contract of insurance between you and Allianz Insurance plc.

The parts of the Policy which form this separate contract or contracts of insurance with Allianz Insurance plc are:

- this Introduction (other than that part entitled 'Notifying a Claim')
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions in so far as they are consistent with the definitions applied in the Directors and Officers Liability, Cyber or Professional Indemnity Sections
- the Insuring Clause
- the Directors and Officers Liability, Cyber or Professional Indemnity Section of cover selected by you (as shown on the Schedule)
- the Exclusions and Conditions which apply to the Directors and Officers Liability, Cyber or Professional Indemnity Section of cover selected by you
- 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.

For ease of reference you will be given only one Policy number even if you have taken out Directors and Officers Liability, Cyber and/or Professional Indemnity cover.

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 contract of insurance formed of the documents described in the Introduction. Where cover is provided under the Directors and Officers Liability and/or Professional Indemnity **Sections**, **the Insured** has more than one contract of insurance and the definition of "the **Policy**" should be construed accordingly

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 information forming part of this contract of insurance and that shows the **Sections** of this **Policy** that are operative

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

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

A handwritten signature in black ink, appearing to read 'SMcGinn', with a long horizontal stroke extending to the right.

Simon McGinn
Chief Executive Allianz Commercial

General Exclusions

This Policy does not cover

1. **Radioactive Contamination** (*Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Fidelity Insurance, Cyber 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, Personal Accident and Business Travel Sections.

2. **War** (*Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Personal Accident, Business Travel, Terrorism, Fidelity Guarantee, Cyber 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, Business Travel, Cyber 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 of 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 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. Cyber Event (*Not applicable to Terrorism, Employers' Liability, Public Liability, Products Liability, Aviation Products Liability, Professional Indemnity, Computer, Engineering Machinery Damage, Engineering - Business Interruption, Directors and Officers, Cyber, Accident, Business Travel or Commercial Legal Expenses Sections*)

- a. Damage to, loss, destruction, distortion, erasure, corruption, alteration, theft or other dishonest, criminal, fraudulent or unauthorised manipulation of Electronic and digital data from any cause whatsoever (including, but not limited, to Computer attack) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.
- b. However, in the event that an insured event excluding riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or civil commotion or malicious persons results from any of the matters described in a. above, this Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover a direct physical damage and/or a consequential loss therefrom occurring during the Policy period to property insured by this Policy directly caused by such insured event to the extent covered and not otherwise excluded under this Policy.

For the purposes of this Exclusion

Electronic and digital data means data of any kind including, but not limited to, facts, concepts, or other information in a form useable by computers or other electronic or electromagnetic data processing equipment. Electronic and digital data shall also include computer software and all other coded instructions for the processing or manipulation of data on any equipment.

Computer attack means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the computer system or network of whatsoever nature.

5. Contagious and Infectious Disease (*Not applicable to Employers Liability, Public / Products Liability, Directors and Officers, Personal Accident, Business Travel, Computer, Engineering Machinery Damage, Engineering - Business Interruption, Legal Expenses and Terrorism Sections*)

Loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a. a **Contagious or Infectious Disease**;
- b. the fear or threat (whether actual or perceived) of a **Contagious or Infectious Disease**;
- c. the presence or suspected presence of **Pathogens** at, in or on the premises or property of any person or entity; or
- d. any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a **Contagious or Infectious Disease** or any **Pathogens**,

irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this exclusion will not apply to **Physical Damage** to property insured under the **Policy** and any business interruption directly resulting from such **Physical Damage**, where such **Physical Damage** itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal or theft.

For the purposes of this exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties. Cost or expense includes, but is not limited to any cost to:

- i. clean-up, detoxify, decontaminate, or remove **Pathogens** from any property where the property is or is feared to have been affected by **Pathogens** or a **Contagious or Infectious Disease**;
- ii. monitor or test for **Pathogens** or a **Contagious or Infectious Disease**; or
- iii. provide medical treatment for persons affected by a **Contagious or Infectious Disease**

Physical Damage means physical loss, damage or destruction. For the avoidance of any doubt, the presence of any **Pathogen** on property or contamination of property by any **Pathogen** does not constitute **Physical Damage**;

Malicious persons do not include persons who maliciously, deliberately or recklessly:

- i. cause **Pathogens** to come into contact with the premises or property of any person or entity; or
- ii. cause or attempt to cause another person or persons to contract a **Contagious or Infectious Disease** and, in or by so doing, cause **Pathogens** to come into contact with the premises or property of any person or entity.

Contagious or Infectious Disease means

Any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any **Pathogen**, where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).

Pathogen means

Any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a **Contagious or Infectious Disease**.

General Conditions

1. Fair Presentation of the Risk

(Not applicable to the Directors and Officers Liability, Cyber and Professional Indemnity Sections)

- a. **The Insured** must make a fair presentation of the risk to **the Insurer** at inception, renewal and variation of the **Policy**.
- b. **The Insurer** may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is:
 - i. deliberate or reckless; or
 - ii. of such other nature that, if **the Insured** had made a fair presentation, **the Insurer** would not have issued the **Policy**.

The Insurer will return the premium paid by **the Insured** unless the failure to make a fair presentation is deliberate or reckless.

- c. If **the Insurer** would have issued the **Policy** on different terms had **the Insured** made a fair presentation, **the Insurer** will not avoid the **Policy** (except where the failure is deliberate or reckless) but **the Insurer** may instead:
 - i. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had **the Insured** made a fair presentation; and/or
 - ii. treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as **the Insurer** would have imposed had **the Insured** made a fair presentation.

For the purposes of this condition references to:

- a. avoiding a **Policy** means treating the **Policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **Policy**), the renewal date (where the failure occurs at renewal of the **Policy**), or the variation date (where the failure occurs when the **Policy** is varied);
- b. refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c. issuing a **Policy** should be treated as references to issuing the **Policy** at inception, renewing or varying the **Policy** as the context requires;
- d. premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

2. Reasonable Precautions (Not applicable to the Directors and Officers Liability Section)

The Insured shall 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, Cyber or 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 Insured shall 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 or Cyber Sections)

Other than where General Condition 5 **Fraud** applies **the Insurer** may 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 fourteen (14) days notice in writing to **the Insured** sent to their last known address.

5. **Fraud** (Not applicable to the Directors and Officers Liability, Cyber and Professional Indemnity Sections)

If **the Insured** or anyone acting on **the Insured's** behalf:

- a. makes any false or fraudulent claim;
- b. makes any exaggerated claim;
- c. supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- d. makes a claim for loss or damage which **the Insured** or anyone acting on **the Insured's** behalf deliberately caused,

the Insurer will:

- i. refuse to pay the whole of the claim; and
- ii. recover from **the Insured** any sums that it has already paid in respect of the claim.

The Insurer may also notify **the Insured** that it will be treating the **Policy** as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses a. - d. above. In that event, **the Insured** will:

- a. have no cover under the **Policy** from the date of the termination; and
- b. not be entitled to any refund of premium.

6. **Discharge of Liability**

(not applicable to the Directors and Officers Liability, Commercial Legal Expenses, Cyber or Professional Indemnity Sections, or (except in respect of Personal Liability Cover if insured by such Section) to the Business Travel Section)

The Insurer may at any time pay to **the Insured** in connection with any claim or series of claims

A the Limit of Indemnity

or

B the **Sum Insured**

or

C a lesser amount for which such claim or claims can be settled after deduction of any sums already paid.

Upon such payment **the Insurer** shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except for costs and expenses which **the Insurer** have already agreed to bear incurred prior to the date of such payment.

7. **Loss Reduction Conditions**

If **the Insured** does not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent), **the Insurer** will not pay for any claim, except that where the condition concerned:

- a. operates only in connection with particular premises or locations, **the Insurer** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
- b. operates only at particular times, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;
- c. would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

8. **Law Applicable and Jurisdiction** (Not applicable to the Directors and Officers Liability or Cyber Sections)

Unless agreed otherwise by **the Insurer**:

- a. the language of the Policy and all communications relating to it will be English; and,
- b. all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

9. **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.

10. Assignment (Not applicable to the Directors and Officers Liability or Cyber Sections)

The Insured shall 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**.

11. Survey and Risk Improvement - Subjectivity Condition (Not applicable to the Directors and Officers Liability or Cyber Sections)

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 Insurer will 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 Insurer will 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**

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 you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received 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 issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If you have a complaint, please contact our Customer Satisfaction Manager at:

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

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

You have the right to refer your complaint to the Financial Ombudsman, free of charge - but you must do so within six months of the date of the final response letter.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

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

Using our complaints procedure or contacting the FOS does not affect your legal rights.

Financial Services Compensation Scheme

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

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

Privacy Notice Summary

Please find below a summary of our Privacy Notice. The full notice can be found on the Allianz UK website: allianz.co.uk/privacy-notice.html.

If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.

If you wish to exercise any of your data protection rights you can do so by contacting our Data Rights team:

Telephone: [0208 231 3992](tel:02082313992)
Email: datarights@allianz.co.uk
Address: Allianz Insurance Plc,
Allianz,
57 Ladymead,
Guildford,
Surrey,
GU1 1DB

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Telephone: [0330 102 1837](tel:03301021837)
Email: dataprotectionofficer@allianz.co.uk
Address: Data Protection Officer,
Allianz,
57 Ladymead,
Guildford,
Surrey,
GU1 1DB

Employers Liability Tracing Office

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 Employers Liability Insurance: Disclosure by Insurers Instrument 2011.

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 whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers liability insurance of their employers, (the Claimants):

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

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
Tel: 0344 412 9988

For Liability, Personal Accident and non medial Business Travel claims
Tel: 0344 893 9500

For Engineering claims
Tel: 01483 265825
Email: claims@allianzengineering.co.uk

Lines are open from 9am to 5pm Monday to Friday. Outside our normal opening hours contact us on our 24 hour claim notification line - Tel: 0345 604 9824.

For Medical Emergency whilst overseas - Tel: +44(0) 208 603 9514.

For Cyber claims (handled in London by Allianz Global Corporate & Specialty)
Tel: 020 3451 3679 Lines are open 9am to 5pm Monday to Friday.

Should you need assistance outside of these hours, please call the same number and you will be provided details of our preferred suppliers who will be able to assist you.

Email: cyberclaims@allianz.com

IMPORTANT: please ensure you contact us as soon as you are first aware of the cyber incident as we will be able to support you by organising suppliers and services in order to mitigate the impact on your business

Allianz addresses for claims correspondence:

Allianz Claims
PO Box 10509
51 Saffron Road
Wigston
LE18 9FP

For Cyber Claims:

Allianz Global Corporate & Specialty
Allianz House
60 Gracechurch Street
London
EC3V 0HR

Commercial 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 **0370 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 to complete and sign. This must be returned, together with a copy of the **Insured's Policy Schedule**.

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
Allianz-ALP
PO Box 10623
Wigston
LE18 9HJ

Lines are open 24 hours a day, 7 days a week.

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 **0370 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

As part of the Commercial Legal Expenses cover, the Insured has access to extensive online legal support via Allianz Legal Online.

This facility provides tools and services to help the Insured prepare a range of legal documents in connection with their business, such as employment contracts, HR policies, privacy policies and chasing debtors. In addition, this service provides the Insured with up-to-date online guidance on many legal issues, including business start-up, health & safety, intellectual property and debt recovery.

Furthermore, documents created using the facility can be sent via the system to a specialist legal team for review. A member of the team will respond via email or phone within three working days, answering any questions and providing amendments necessary to ensure the document meets the Insured's particular requirements (subject to a maximum of one hour's work per document).

The legal documents and guidance provided are always in accordance with the laws of England, Scotland, Wales and Northern Ireland.

The Insured can access Allianz Legal Online at: allianzlegal.co.uk

A registration code is required to enter the web site and this is shown on the policy schedule. If the Insured has any problems relating to Allianz Legal Online please contact the Allianz Legal Online customer services team on **0345 644 8966** (lines open 9am - 5.30pm Monday to Friday excluding bank holidays) or e-mail them at support@allianzlegal.co.uk

Allianz Legal Online is provided by Epoq Legal Ltd of Unit 2, Imperial Place, Maxwell Road, Borehamwood, WD6 1JN.

24 Hour Glass Replacement

Broken glass is dangerous and in some circumstances can be a major security risk. Allianz Insurance plc have negotiated a special arrangement for you with one of Britain's leading glass replacement specialists. In an event of emergency or if your property is insecure please phone our Claims Team on 0344 412 9988.

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Specified All Risks Section

Definitions

Damage/Damaged

Accidental loss or destruction of or damage to **Property Insured**.

Premises

The buildings at the address or addresses shown in the **Schedule**, including their grounds, all within the boundaries for which **the Insured** are responsible and being, unless more specifically described in the **Schedule**, occupied by **the Insured** for the purpose of the **Business**.

Property/Property Insured

Property described in the **Schedule**.

Territorial Limits

- A. The **Premises**
- B. Anywhere within the **United Kingdom**
- C. Anywhere within countries of the European Union
- D. Anywhere in the world.

Unattended

Any vehicle with no person in charge or where neither **the Insured** nor any employee are in a position to keep the vehicle or property under observation and able to observe or prevent any attempt by any person to interfere with the vehicle or property.

Cover

The Insurer will pay the Insured for **Damage to Property Insured** described in the **Schedule**, whilst within the **Territorial Limits** specified in the **Schedule**.

Exclusions

1. **Damage** caused by or arising from
 - a. wear and tear, inherent defect
 - b. rot, mildew, rust, corrosion, frost, pollution or contamination
 - c. insects, woodworm, vermin
 - d. dyeing, cleaning, repair, renovation
 - e. electronic, electrical or mechanical breakdown, failure or derangement
 - f. faulty manipulation, design, plan, specification or materials
 - g. gradual deterioration, market depreciation
 - h. consequential loss or damage of any kind or description
2. **Damage to Property Insured** caused by its undergoing any process involving the application of heat
3. **Damage** suffered by **the Insured** as a result of being deceived into knowingly parting with **Property**
4. **Damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
5. **Damage** directly or indirectly caused by or consisting of or arising 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, 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
 - a. correctly to recognise any date as its true calendar date
 - b. 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
 - c. 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
6. **Damage** not occurring within the **Territorial Limits** specified in the **Schedule**
7. after the application of all other terms and conditions of this **Section** and the **Policy** including any Underinsurance (Average) Basis of Settlement Adjustment, and in respect of each separate **Premises**, the amount of the **Excess** specified in the **Schedule**.

Basis of Settlement

The Insurer will pay **the Insured** the value of the **Property Insured** at the time of its loss or destruction, or the amount of the **Damage**, or at **the Insurer's** option will reinstate or replace such **Property** or any part of such **Property**.

The most **the Insurer** will pay for any one claim is

- A. the **Total Sum Insured**, or for each item its individual **Sum Insured**, at the time of **Damage**
- B. the amount of the **Sum Insured** remaining after deduction for any other **Damage** occurring during the same **Period of Insurance**, unless **the Insurer** agrees to reinstate any such **Sum Insured**.

Following **Damage** as insured by this **Section** the **Sums Insured** or limits of liability shall not be reduced by the amount of any claim provided that

- a. **the Insurer** does not give written notice to the contrary within 30 days of the notification of any **Damage**
- b. **the Insured** pays the appropriate additional premium on the amount of the claim from the date of the **Damage** to the expiry of the **Period of Insurance**
- c. **the Insured** agrees to comply with any security recommendations or other measures **the Insurer** may require to reduce the risk of **Damage**.

Basis of Settlement Adjustments

In calculating the most **the Insurer** will pay for any one claim, adjustments shall be made in accordance with the following clauses.

1. Average (Underinsurance)

Sums Insured are declared to be separately subject to Average. This means if at the time of **Damage** the **Sum Insured** for any item is less than the value of the item covered by such **Sum Insured**, the amount payable by **the Insurer** will be proportionately reduced.

2. Contribution and Average

If at the time of **Damage** any other insurance has been effected by or on behalf of **the Insured** covering any of the **Property Damaged**, **the Insurer's** liability under this **Section** shall be limited to **the Insurer's** rateable proportion of such **Damage**

3. Data Processing and Ancillary Equipment

Cover includes **Damage** to data processing and ancillary equipment caused by dryness or dampness of atmosphere, extremes of temperature, corrosion or rust, if directly resulting from **Damage** to any air conditioning facilities.

4. General Interests

The Insurer agrees to automatically note the interest of any other party if requested by **the Insured** in any of the **Property Insured** and which attached before the happening of any **Damage** but only to the extent that such interest is not otherwise insured and subject to their identity being disclosed in writing to **the Insurer** by **the Insured** in the event of **Damage**.

Section Conditions

1. Precautions

It is a condition precedent to the liability of **the Insurer** that **the Insured** must

- a. keep the **Premises** secure and in a good state of repair
- b. ensure that all trade and/or domestic refuse is removed from
 - i. the **Buildings** at the end of each working day
 - ii. the **Premises** at least once a week
- c. install any additional protections asked for by **the Insurer** in the **Premises**, or in any vehicle
- d. remove all keys including duplicate keys relative to the security of
 - i. the **Premises** and to any safe or strongroom on the **Premises** from such secured **Premises** when they are closed for **Business** or are left unattended
 - ii. any vehicle from such secured vehicle when such vehicle is left unattended.

2. Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration in the ownership of **the Insured**, or if in respect of any of the **Property Insured** there is any alteration

- a. due to its disposal or removal
- b. in respect of which the interest of **the Insured** ceases except by will or operation of law
- c. in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining the **Premises**
- d. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of **Damage** as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided by this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had it known of the increase in risk.

3. Non Invalidation

This **Section** shall not be invalidated by any act or omission or by any alteration unknown to or beyond the control of **the Insured** by which the risk of **Damage** is increased, provided **the Insured** shall give notice to **the Insurer** (and pay an additional premium) immediately they become aware of such alteration.

4. Additional Claims Conditions

The Insurer will not pay for any claim for **Damage** which is not notified to **the Insurer** within 30 days of the occurrence of such **Damage**.

5. Reinstatement

If any property is to be reinstated or replaced by **the Insurer**, **the Insured** shall at their own expense provide all documents, books and information as may reasonably be required. **The Insurer** shall not be bound to reinstate exactly, but only as circumstances permit, and in a reasonably sufficient manner, and shall not in any case be bound to expend for any one item of this **Section** more than its **Sum Insured**.

6. The Insurer's Rights following a Claim

In respect of **Damage** for which a claim is made, **the Insurer** and any person authorised by **the Insurer** may without incurring any liability or diminishing any of **the Insurer's** rights in respect of the cover under this **Section**, enter take or keep possession of the **Premises** where such **Damage** has occurred, and take possession of or require to be delivered to **the Insurer** any **Property Insured**, and deal with such **Property** for all reasonable purposes and in any reasonable manner.

No **Property** may be abandoned to **the Insurer**, whether taken possession of by **the Insurer** or not.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

7. Subrogation

Any claimant under this **Section** shall, at **the Insurer's** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of **the Insured**, before or after **the Insurer** makes any payment.

The Insurer agrees to waive any such rights to which **the Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to **the Insured** or against any company which is a subsidiary of a parent company of which **the Insured** are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the **Damage**.

8. Vehicle Security Protections

It is a condition precedent to the liability of **the Insurer** that additional protections to any vehicle required by **the Insurer** shall:

- A. be installed in accordance with the specification agreed by **the Insurer**
- B. not be altered or varied unless agreed in writing by **the Insurer**
- C. be kept in full and working order at all times
- D. where appropriate to the type of protection, be serviced under a maintenance contract
- E. be secured or set whenever the vehicle is left loaded and **Unattended** with all keys or other portable operating devices being kept in the personal custody of the driver of the vehicle or of any other person authorised to be in the vehicle

9. Intruder Alarm Condition

It is a condition precedent to the liability of **the Insurer** that where the buildings or any part of the buildings are protected by an Intruder Alarm Installation

1. such Intruder Alarm Installation
 - a. must not be altered or amended in any way, unless such alteration or amendment has been approved in writing by **the Insurer**
 - b. must be maintained under contract with the installers, or as otherwise approved in writing by **the Insurer**
2. all keys to the Intruder Alarm Installation must be removed from the **Premises** when the **Premises** are unattended
3. **the Insured** must
 - a. maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes must be left on the **Premises** when the **Premises** are unattended
 - b. immediately notify **the Insurer** upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced or delayed
 - c. appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and alarm receiving centre, and with the Police and/or the local authority if they so require
4. in the event of notification of
 - a. activation of the Intruder Alarm Installation
 - b. any fault in the Intruder Alarm Installation
 - c. interruption of the means to transmit or receive signals to or from the Intruder Alarm installationduring any period that the Intruder Alarm Installation is set, a Keyholder must attend the **Premises** as soon as possible in order to confirm the security of the buildings and the **Premises** and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at the **Premises** unless **the Insurer** agrees otherwise in writing
5. the **Premises** must not be left without at least one Responsible Person in attendance without the agreement of **the Insurer**
 - a. unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
 - b. where the police have withdrawn their response to
 - i. an alarm activation where the Intruder Alarm Installation does not include confirmed alarm activation technology
 - ii. a confirmed alarm activation, where the Intruder Alarm Installation includes confirmed alarm activation technology.

For the purposes of this Condition the following definitions apply:

"Intruder Alarm Installation" shall mean all the component parts detailed in the alarm specification, and include the devices used to transmit and receive signals.

"Keyholder" shall mean **the Insured** or any person or keyholding company authorised by **the Insured** who

A. is available at all times to

- i. accept notification of alarm signals or faults relating to the Intruder Alarm Installation
- ii. attend and allow access to the **Premises** and the buildings

B. has been fully trained in the operation of the Intruder Alarm Installation, including but not limited to the setting/unsetting of the installation.

"Responsible Person" shall mean **the Insured** or any a person authorised by **the Insured** to be responsible for the security of the buildings and the **Premises**.

Special Conditions (Applicable if shown in the Schedule as operative)

1. Overnight Theft Exclusion

This **Section** excludes loss or damage due to theft or attempted theft of the **Property Insured** from any **Unattended** vehicle

- A. after the last transit of the day until next collected by the driver
- B. whilst otherwise in transit unless such vehicle has all points of access closed and secured by all locks and other protections and all keys have been removed from such vehicle

2. Overnight Theft Exclusion - Locked Building or Yard Requirement

This **Section** excludes loss or damage due to theft or attempted theft of the **Property Insured** from any **Unattended** vehicle

- A. after the last transit of the day until next collected by the driver unless such vehicle is in a securely locked building or in a fully enclosed and locked yard
- B. whilst otherwise in transit unless such vehicle has all points of access closed and secured by all locks and other protections and all keys have been removed from such vehicle

3. Theft Exclusion

This **Section** excludes loss of or damage to the **Property Insured** resulting from theft or attempted theft from any **Unattended** vehicle.

4. Alarm Clause - Specified Vehicle

In respect of any vehicle specified in the Schedule this **Section** excludes loss of or damage to the **Property Insured** resulting from theft or attempted theft from any such specified vehicle that is left **Unattended**, unless the alarm system approved by **the Insurer** is

- A. put into operation and all alarm keys removed, and
- B. maintained in accordance with the terms and conditions of the installing company's agreement.

5. Alarm Clause - Unspecified Vehicle

This **Section** excludes loss of or damage to the **Property Insured** resulting from theft or attempted theft from any **Unattended** vehicle unless the alarm system approved by **the Insurer** is

- A. put into operation and all alarm keys removed, and
- B. maintained in accordance with the terms and conditions of the installing company's agreement.

6. Computer Equipment

In respect of computer equipment, it is a condition precedent to the liability of **the Insurer** in respect of any claim for **Damage** by theft or attempted theft that

- A. when such equipment is left **Unattended** inside any vehicle
 - i. the vehicle is securely locked and all security devices set in operation
 - ii. the vehicle is kept in a locked building of substantial construction or in a guarded security park between the hours of 9.00pm and 6.00am unless the vehicle is aboard a ship or ferry
 - iii. it is stored in the boot if the vehicle is a private car, or otherwise concealed from view
- B. when such equipment is in transit by air, it is carried as hand luggage
- C. when such equipment is in transit by ship or ferry, if not kept in accordance with A.i. above it is kept in a securely locked cabin on board such vessel.

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

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's liability 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 Insurer will 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 Insurer will 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 Insurer will 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 Insurer will 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 omission 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 Insurer will 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 in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration:

- a. in or to the **Business**
- b. in the ownership of **the Insured**
- c. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of legal liability to pay costs and expenses as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided under this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had it known of the increase in risk.

5. Premium Adjustment Condition

- A. The premium in respect of this **Section** of the **Policy** is:
 - i. based on exposure estimates provided by **The Insured** for the **Period of Insurance** and will be adjusted annually on a declaration basis to reflect the actual exposure
 - ii. the minimum premium payable by **The Insured** after declaration adjustment
- B. If **the Insured** fail to supply a declaration within two months of the expiry of the **Period of Insurance** **The Insurer** shall be entitled to make a reasonable estimate and adjust the premium accordingly.

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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**

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 **Injury**, loss and damage occurring during any one **Period of Insurance** and caused by or arising from **Products**
 - iii. 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 Insurer will 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 Insurer will 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 Insurer will 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 168 of the Data Protection Act 2018 committed during the **Period of Insurance** within the **United Kingdom** and arising in connection with the **Business** provided that the Insured is registered with the Information Commissioner's Office.

The Insurer will 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.

For the purposes of this Extension

Data includes but is not limited to **Personal Data**, facts, concepts and information, software or other coded instructions in a formalised manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or **Identifiable Natural Person**.

An **Identifiable Natural Person** is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

The liability of **the Insurer** under this Extension shall not exceed the **Limit of Indemnity** shown in the **Schedule** or £2,000,000 (whichever is the lesser) and such **Limit of Indemnity** shall be inclusive of the amount of all claimants costs and expenses and all costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer** in connection with the defence of any claim.

G. Defective Premises Act 1972

The Insurer will 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 Insurer will 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 occurring 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 Insurer will 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 omission 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 notwithstanding 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, 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. Asbestos

- a. liability in any way caused by, arising from or contributed to by
 - i. exposure to or inhalation of **Asbestos**
 - ii. fear of the consequences of exposure to or inhalation of **Asbestos**
- b. liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property arising out of the presence of **Asbestos**

14. Excess

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

15. Cyber Event

any loss, damage, expense or liability howsoever arising out of a **Cyber Event**.

Cyber Event means

- a. any unauthorised **Processing of Data by the Insured**
- b. any breach of laws and infringement of regulations pertaining to the maintenance or protection of **Data**
- c. any **Network Security Failure in the Insured's Sphere**

Data includes but is not limited to **Personal Data**, facts, concepts and information, software or other coded instructions in a formalised manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or **Identifiable Natural Person**.

An **Identifiable Natural Person** is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Damage to Data means any loss, destruction or corruption of **Data**. Any **Damage to Data** of a **Third Party by the Insured** is not deemed to be a **Cyber Event** if there is not any **Network Security Failure** involved.

Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made available or accessible to the Insured for the purpose of **Processing Data**.

Network Security Failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorised access and/or theft of **Data**, loss of operational control of **Data**, transmission of virus or malicious code and/or denial of service.

This exclusion does not apply to

1. **Bodily injury**, death or disease to any person
2. Loss of or damage to material property including any consequential financial losses caused by the operation of **the Insured's Business**
3. Nuisance, trespass, obstruction or interference with any right of way, light, air or water
4. **Pollution or Contamination** occurring other than in the United States of America or Canada, and 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**.

Section Conditions

1. Other Insurances

The Insurer will 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 in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration:

- a. in or to the **Business**
- b. in the ownership of **the Insured**
- c. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of legal liability to pay costs and expenses as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided under this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had it known of the increase in risk.

3. Premium Adjustment Condition

A. The premium in respect of this **Section** of the **Policy** is:

- i. based on exposure estimates provided by **The Insured** for the **Period of Insurance** and will be adjusted annually on a declaration basis to reflect the actual exposure
- ii. the minimum premium payable by **The Insured** after declaration adjustment

B. If **the Insured** fail to supply a declaration within two months of the expiry of the **Period of Insurance** **The Insurer** shall be entitled to make a reasonable estimate and adjust the premium accordingly.

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Commercial Select - Legal Expenses Section

Definitions

In addition to the Policy definitions, the following also apply to this Section:

Acts of Parliament

All Acts of Parliament referred to in this **Section** will include a reference to all Orders and Regulations made under them and to any subsequent amendments, re-enactments, equivalent legislation, Regulations of Codes of Practice, enforceable within the **Geographical Limits**.

Any One Claim

All claims or series of claims including any appeal against a judgment or decision arising out of the same original cause, event or circumstance.

Awards of Compensation

Basic Awards

Basic Awards are determined in accordance with Section 119 of the Employment Rights Act 1996. Basic Awards do not include Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

Compensatory Awards

The amounts awarded in accordance with Section 123 of the Employment Rights Act 1996 at the discretion of an Employment Tribunal, Employment Appeal Tribunal or Superior Court to compensate for loss of earnings and benefits. Compensatory Awards do not include Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

Business

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

Civil Proceedings

Civil court or civil tribunal proceedings, which are subject to the jurisdiction of the courts of the United Kingdom, the Isle of Man and the Channel Islands.

Commercial Tenancy Agreement

An agreement under which the **Insured**:

- a lets the Premises to a **Commercial Tenant**; or
- b occupies the Premises as a **Commercial Tenant**

In connection with the **Business** and in return for the payment of rent.

Commercial Tenant

The lawful tenant who occupies the **Premises** for non-residential purposes.

Contract

An actual or alleged contract, whether verbal or in writing to which the **Insured** is a party, for the sale, purchase, hire, service, supply or repair of goods or for the supply or purchase of a service. A contract does not include:

- Any actual or alleged contract with an **Employee**, sub-contractor or self-employed person for the purposes of employment activities; or
- Any franchise or distribution agreement.

Date of Occurrence

Any one claim is deemed to arise when the following occurs:

- For civil cases, excluding employment or taxation disputes, the date the **Insured Person** is first aware, or should have been aware of a dispute with a third party.
- For employment disputes, the date when the **Insured** first receives a Claim Form (ET1) from an employment tribunal.
- For **Employment Service Occupancy**, the date the **Insured Person** is first aware, or should reasonably have been aware, that a previous **Employee** has failed, or will fail, to vacate the Premises at the termination date of that **Employee's** contract of employment, resulting in provable financial loss to the **Insured**.
- For **Employee's Civil Defence**, the date the **Insured Person** is first aware, or should reasonably have been aware, of an event arising from their work as an **Employee** that could lead to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief, political opinion or any other discrimination identified by **Acts of Parliament**.
- For **Pension Trustee Defence**, the date the **Insured Person** is first aware, or should reasonably have been aware, of the intention of an **Employee** to hold the **Insured Person** responsible for any actual or alleged failure to fulfil their obligations as a trustee of a pension fund set up for the benefit of the **Insured's Employees**.
- For taxation disputes or investigations affecting the **Insured's Business**, the date when **HMRC**, or another relevant authority, first notifies the **Insured** or their accountant, of the intention to carry out an **HMRC Investigation**.
- For criminal cases, the date the **Insured Person** receives a summons informing them criminal proceedings are being taken against them, provided that the alleged offence arose during the Period of Insurance.
- For all cases involving possible changes to a statutory licence, the date when the **Insured Person** receives the decision of the relevant authority informing them of their intention to suspend, revoke or alter the terms of the business licence.
- For jury service claims, the date when the **Insured Person** first attends jury service.

If there is more than one event arising at different times for the same originating cause, the date of the claim will be the first date of these events.

Debt Recovery Service

The debt collection service nominated by the **Insurer** which is provided as an Additional Service to the **Insured** for the recovery of **Undisputed Debts**.

Disputed Debt

A dispute relating to the payment or receipt of money and interest due under the terms of a **Contract**.

Employee

Any person under a permanent full or permanent part time contract of service or apprenticeship with the **Insured**.

Employment Service Occupancy

A **civil proceeding** brought by the **Insured** for the pursuit of vacant possession of Premises belonging to the **Insured** and occupied by a previous **Employee** of the **Insured**.

Geographical Limits

For claims relating to Personal Injury - Great Britain, Northern Ireland, the Channel Islands, The Isle of Man, any member country of the European Union and Iceland, Liechtenstein, Norway and Switzerland.

For all other claims - Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Guideline Hourly Rates

The guideline hourly rates for solicitors set by the Senior Court Costs Office.

HMRC

HM Revenue & Customs.

HMRC Investigation

a Tax Enquiry

A written notice of enquiry, issued by **HMRC**, to carry out an Income Tax or Corporation Tax compliance check which either:

- i. includes a request to examine any aspects of the **Insured Person's** books and records; or
- ii. advises of a check of the **Insured Person's** whole tax return.

b VAT Disputes

A dispute with **HMRC** following the issue of an assessment, written decision or notice of a civil penalty relating to the **Insured Person's** VAT affairs.

c Employer Compliance Dispute

A Dispute with **HMRC** concerning the **Insured Person's** compliance with Pay As You Earn, national insurance contributions or Construction Industry Scheme.

Insured Person

The **Insured** and, at the request of the **Insured** with the agreement of the **Insurer**, the **Insured's** proprietors, partners and directors and also all **Employees** acting in the normal course of their employment.

Insurer

Allianz Insurance plc trading as Allianz Legal Protection

Jury Service Allowance

Payment to the **Insured** in respect of an **Insured Person** who is absent from work as a result of their attendance for jury service within the **Geographical Limits**, but only in so far as payment of such sum has been made by the **Insured** to the **Insured Person** under any contract of employment. For every day the **Insured Person** is off work, including the time it takes to travel to and from the court, the payment will be calculated as follows

- a if the **Insured Person** works full time, 1/250th of the **Insured Person's** annual salary or wages;
or
- b if the **Insured Person** works part time, a proportion of the **Insured Person's** weekly salary or wages equivalent to one days salary or wages.

Payments will be calculated to the nearest half day (assuming a whole day is eight hours).

Lawphone Legal Helpline

A telephone advisory service provided by the **Insurer**:

- a to advise the **Insured** on Business-related legal matters; and
- b for the **Insured** to report all claims under this Section to the **Insurer**.

Legal Expenses

Fees and Expenses

- a any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the **Legal Representative** on the **Standard Basis** up to the **Guideline Hourly Rates** incurred with the prior written consent of the **Insurer** in respect of any claim, including costs and expenses of expert witnesses and those incurred by the **Insurer** in connection with such claim.
- b any legal or professional fees, expenses or other disbursements incurred by other parties in pursuing or defending any claim, insofar as the **Insured Person** is held liable in a civil court or tribunal to pay such costs or under a settlement made with another party with the **Insurer's** prior written consent, but excluding any costs which the **Insured Person** may be ordered to pay by a court of criminal jurisdiction.
- c any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the **Legal Representative** on the **Standard Basis** up to the **Guideline Hourly Rates** incurred with the prior written consent of the **Insurer** in an appeal, or in resisting an appeal against the judgment of a relevant court or tribunal in respect of any claim.
- d any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the **Legal Representative**, at such rates or in such amounts as may be agreed or confirmed by the written consent of the **Insurer** where it is necessary for an accountant to represent the **Insured** in connection with any claim relating to an **HMRC** Investigation or subsequent appeal, but excluding any tax, interest and penalties demanded, assessed or requested by **HMRC**.

Legal Expenses do not include the payment of Value Added Tax (VAT) which is recoverable by the **Insured Person** from elsewhere.

All **Legal Expenses** will be considered at the conclusion of the claim. Payments will not be made on an interim basis.

Legal Representative

A solicitor, barrister or any other appropriately qualified person appointed in the name of and on behalf of the **Insured Person** with the prior written agreement of the **Insurer** to act for the **Insured Person** in accordance with the terms of this Section.

Reasonable Prospects of a Satisfactory Outcome

- a In **civil proceedings** and in all appeals, including employment tribunal disputes, Reasonable Prospects of a Satisfactory Outcome only exist if the **Legal Representative** advises that the **Insured Person** is more likely than not to succeed, assuming the case was determined at trial or other final hearing at first instance and the likely damages claimed and recovered by or against the **Insured Person** will exceed the **Insured Person's** own likely **Legal Expenses**
- b In criminal proceedings and in all appeals, Reasonable Prospects of a Satisfactory Outcome only exist if the **Legal Representative** advises that
 - i. the **Insured Person** is more likely than not to succeed in defending the prosecution assuming the case was determined at trial or other final hearing at first instance; or
 - ii. the **Insured Person** is more likely than not to succeed in a significant mitigation of their sentence or fine where the **Insured Person** intends to plead guilty to the offence, or is advised to do so by the **Legal Representative**.
- c. In an **HMRC Investigation** and in all appeals following an **HMRC Investigation**, Reasonable Prospects of a Satisfactory Outcome only exist if the **Insured** is more likely than not to succeed in reversing the decision made or significantly reducing the liabilities alleged by **HMRC**.

Standard Basis

The normal method used by the court to assess **Legal Expenses** which the court decides are proportionate to the **Insured Person's** legal action and have been reasonably incurred by the **Legal Representative** and the **Insured Person's** opponent.

Undisputed Debt

Money and interest that has not been paid to the **Insured** under the terms of a **Contract**. An Undisputed Debt will exist if, in the opinion of the **Debt Recovery Service** or the **Insurer**, the other party to the **Contract** would not have a realistic chance of succeeding in defending any legal action taken in respect of the amount due.

Witness Attendance Allowance

Payment to the **Insured** in respect of the **Insured Person** who is absent from work as a result of his or her attending as a witness for the **Insured** at a hearing, court or tribunal arising from an **Insured Event** within the **Geographical Limits** at the request of the **Legal Representative** with the **Insurer's** written consent, but only in so far as this is not otherwise recoverable from the relevant hearing, court or tribunal.

For every day the **Insured Person** is off work, including the time it takes to travel to and from the court, the payment is calculated as follows

- a If the **Insured Person** works full time, 1/250th of the **Insured Person's** annual salary or wages;
or
- b If the **Insured Person** works part time, a proportion of the **Insured Person's** weekly salary or wages equivalent to one day's salary or wages.

Payments will be calculated to the nearest half day (assuming a whole day is eight hours).

Limit of Indemnity

The maximum amount the **Insurer** is liable to pay under this Section is the Limit of Indemnity shown on the Schedule.

Cover

The **Insurer** agrees to pay up to the **Limit of Indemnity** and on behalf of the **Insured Person**:

- a **Legal Expenses;**
- b **Awards of Compensation;**
- c **Jury Service Allowance;** and
- d **Witness Attendance Allowance**

incurred by the **Insured Person** in the pursuit or defence of any claim:

- a brought within the **Geographical Limits;** and
- b where the **date of occurrence** first arose during the period of insurance; and
- c arising from the **Insured's Business.**

Provided that

- a a claim is reported to us within 6 months of the **date of occurrence** or as soon as reasonably practicable providing there has been no prejudice to the **Insurer;** and
- b **Reasonable Prospects of a Satisfactory Outcome** exist at all times; and
- c for employment disputes only, the **Insured** has consulted with and followed the advice of **Lawphone Legal Helpline** or another solicitor or suitably qualified person.

Insured Events

Event 1 - Employment

The **Insured** has cover for:

- a the defence of the legal rights of the **Insured** in a dispute in an Employment Tribunal with a previous, present or prospective **Employee** and which arises out of or relates to a contract of employment or a breach of employment or discrimination legislation.
- b **Awards of Compensation.**
- c **Employment Service Occupancy**
the pursuit of a previous **Employee** to recover possession of Premises belonging to the **Insured** and occupied for residential purposes by that previous **Employee** provided that:
 - i. the occupation of the Property by the previous **Employee** was conditional on their employment by the **Insured** and was specifically included as part of the remuneration within that previous **Employee's** contract of employment; and
 - ii. the previous **Employee's** contract of employment has terminated and any notice period has been completed (whether notice of resignation or notice of dismissal and including where the **Employee** was placed on leave by the **Insured** for the whole, or part, of that notice period); and
 - iii. the date of termination of the previous **Employee's** contract of employment was not before the date this Section started.
- d Pension Trustee Defence
the defence of the **Insured Person's** legal rights in civil proceedings arising from the **Insured Person's** capacity as a trustee of a pension fund set up for the benefit of **Employees.**
- e **Employee's Civil Defence**
the defence of their legal rights in civil proceedings arising from the **Insured Person's** work as an **Employee** under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief, political opinion or any other discrimination identified by **Acts of Parliament.**

Provided that the **Insured** has issued all necessary documentation to an **Employee** as required by legislation.

What is not covered under Event 1

- a any employment issue where the **Insured** has not consulted with, and followed the advice of, **Lawphone Legal Helpline** or any other solicitor or suitably qualified person before taking any action or making any decision which might give rise to a claim against the **Insured**, such as making any significant changes to an **Employee's** contract or taking any action which leads to the giving of a formal warning to, or the dismissal (including redundancy) of an **Employee.** The **Insured** should be able to evidence that advice received has been followed.
- b any dispute with an **Employee** who was subject to either a written or verbal warning (formal or informal) in the 180 days immediately preceding the first Period of Insurance.
- c any breach or alleged breach of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive.
- d any dispute based upon, arising from or in consequence of any industrial dispute, industrial or labour arbitration or collective bargaining agreements.
- e any dispute to do with sub-contracting or contracts for services with anyone who is self-employed.
- f **Employment Service Occupancy** there is no cover for the defence of the **Insured's** legal rights, other than to defend a counter-claim.

Event 2 - Tax and VAT

The **Insured** has cover for an **HMRC Investigation**.

What is not covered under Event 2

- a Any matter relating to a tax avoidance scheme. A tax avoidance scheme is any matter which is, or may be, notifiable to **HMRC** under the regulations for Disclosure of Tax Avoidance Schemes (DOTAS) or the disclosure regime for VAT.
- b Any matter or investigation conducted by or on behalf of **HMRC** Fraud Investigation Service or Specialist Investigations, or conducted under the **HMRC** Civil Investigation of Fraud, Code of Practice 9, or Criminal Investigations procedures or conducted under the General Anti-Abuse Rule.
- c Any enquiry or investigation by **HMRC** or any other agency into alleged dishonesty or alleged criminal activities.
- d Any **HMRC** compliance check or dispute with **HMRC** concerning the **Insured's** compliance with regulations relating to the National Minimum wage or the National Living Wage.
- e Any claim arising from the failure to register for VAT or PAYE.
- f Any enquiry or investigation that concerns wealth, assets or money held outside of the United Kingdom.
- g Any IR35 enquiry by **HMRC**.

Event 3 - Criminal Prosecution Defence

The **Insured Person** has cover for the defence of a criminal prosecution.

What is not covered under Event 3

- a criminal proceedings being brought against the **Insured Person** for:
 - i. fraud, theft, money laundering or other dishonesty related offences.
 - ii. offences against another person, including offences of a sexual nature.
 - iii. the manufacture, distribution or use of weapons, alcohol, drugs, indecent or obscene materials.
 - iv. owning, possessing, hiring or using aircraft, watercraft, motor vehicles, trailers or caravans.
 - v. matters arising from an **HMRC Investigation**.
 - vi. pollution.
- b any costs or fines awarded against the **Insured Person** by a court of criminal jurisdiction.

Event 4 - Property Protection

Property Disputes:

A dispute arising from a breach of legal rights relating to the Insured Premises following:

- a An event that causes physical damage to the insured Premises; or
- b A legal nuisance (meaning any unlawful interference with the **Insured's** use or enjoyment of their land, or some right over it, or in connection with it); or
- c A trespass.

What is not covered under Event 4

- a any dispute relating to any land or building that is not in or on the insured Premises;
- b any dispute arising from the actual or alleged performance of, or failure to perform, in whole or in part, an actual or alleged **Contract** between the **Insured** and a third party or any dispute, breach or negligence arising from or relating to an implied or express **Contract**.
- c any dispute relating to mining, subsidence or heave.
- d any dispute relating to or arising from any tenancy or lease agreement or license to occupy.
- e any dispute relating to or arising from service charges, tax, planning or building regulations or decisions.
- f any dispute over the freehold or leasehold or common hold or title of the Premises.
- g any dispute with any Government or local or public authority departments or any agency acting on their behalf.
- h any dispute arising from an application for planning permission;
- i any dispute relating to the ownership, possession, hiring or use of aircraft, watercraft, motor vehicles, trailers or caravans

Event 5 - Data Protection

The **Insured** has cover for:

- a the defence of the legal rights of the **Insured** in a dispute arising out of Data Protection legislation.
- b an appeal by the **Insured** against a refusal of an application for registration or alteration of registered particulars.
- c an appeal by the **Insured** against any Enforcement, De-registration or Transfer Prohibition Notice.

What is not covered under Event 5

- a any dispute or legal proceeding which relates to the prosecution of the **Insured** in respect of any actual or alleged fraud or theft.
- b any dispute or legal proceeding which arises from a failure to register as a Data Controller with the Information Commissioner's Office (ICO).
- c any dispute or legal proceeding which arises from a failure to comply with any legislative requirement concerning the processing of Sensitive Personal Data.
- d any fines, penalties or **Awards of Compensation** made against the **Insured**.
- e any dispute or legal proceeding where the **Insured Person** is not able to evidence the following:
 - i. a suitable procedure to investigate complaints regarding a breach of privacy rights which has been fully engaged; and
 - ii. a suitable redress has been offered where a breach has occurred.

Event 6 - Commercial Tenancy Agreement

The **Insured** has cover for the pursuit and defence of the **Insured's** legal rights in a dispute relating to the **Insured's Commercial Tenancy Agreement**.

What is not covered under Event 6

- a any dispute relating to tax, planning or building regulations or decisions.
- b any dispute relating to the renewal of a lease or Tenancy Agreement.
- c any dispute over the freehold, leasehold, common hold or title of the Premises.
- d any dispute with Government or local authority departments concerning the imposition of rates or other local taxes.

Event 7 - Statutory Licence Appeal

The **Insured Person** has cover to appeal to the relevant authority, court or tribunal following a decision made by such licensing or regulatory authority to suspend, revoke, alter or refuse to renew a Statutory Licence.

What is not covered under Event 7

- a any appeal arising out of a hearing that took place because of a commercial decision made by the **Insured Person** in relation to the **Business**
- b any appeal following a hearing that the **Insured Person** knew about, or should reasonably have known about, before this Section commences
- c any appeal involving a Statutory Licence for which the **Insured Person** has made an appeal in the 12 months before this Section commences
- d any disciplinary or internal procedures conducted by authorities charged with the regulation of the **Insured Person** in the performance of their normal **Business** activities, or for any appeal following such procedures
- e the first application for, or application for the renewal of, the **Insured Person's** Statutory Licence
- f any suspension, revocation, alteration or refusal to renew a Statutory Licence which is imposed by **Acts of Parliament** or national or local government regulation or order.

Event 8 - Personal Injury

The **Insured Person** has cover for the pursuit of his or her legal rights following a sudden or specific incident which causes the **Insured Person's** death or bodily injury.

Provided that the death or bodily injury arises out of working for the **Business**.

What is not covered under Event 8

- a Disputes between the **Insured** and the **Insured Person**.
- b Any illness or injury arising from a gradually operating cause.

Event 9 - Jury Service Allowance

The **Insured** has cover for **Jury Service Allowance**.

Event 10 - Contract Disputes and Disputed Debt

The **Insured** has cover for the pursuit or defence of a dispute with a manufacturer or supplier or customer in respect of a **Contract** which includes payment or receipt of a **Disputed Debt**.

What is not covered under Event 10

- a The pursuit by the **Insured** of an **Undisputed Debt**.
- b the pursuit or defence of any claim brought by or against the **Insured** caused by or arising from or in relation to professional services, advice or specification given by the **Insured** or on the **Insured's** behalf.
- c any dispute arising from or as a consequence of any breach or alleged breach of professional duty or any error or omission in any advice given by the **Insured** or on the **Insured's** behalf.
- d any dispute where a claim is brought against the **Insured** caused by or arising from the provision of goods or services relating to the construction, alteration or repair of any building, or part of that building, or structure.
- e any dispute concerning computer hardware, software, systems or services designed or adapted specifically for the **Business**.
- f any dispute in respect of tenancy, assignment, bailment, bills of exchange, credit and securities or guarantee.
- g any dispute relating to a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or Tenancy Agreement.
- h any dispute relating to the legal right of the **Insured** to own, occupy or use any land or building or any benefit or alleged benefit attaching to the land.
- i any dispute relating to the ownership, possession, hiring, leasing or use of motor vehicles.
- j any dispute arising out of the amount payable under an insurance policy.
- k any dispute where the **Insured's Legal Representative** is not satisfied that there are, or will be, sufficient assets to satisfy a judgement.
- l for **Disputed Debt** only, any claim which is not made within 90 days of the money becoming due and payable.

Exclusions

In respect of all Events there is no cover for:

- a **Legal Expenses, Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance** incurred without the **Insurer's** prior written Consent.
- b Any cause, event or circumstance occurring prior to or existing at the inception of this section of the policy and which the **Insured Person** knew, or ought to have known, may give rise to a claim by or against the **Insured Person**.
- c Any claim which does not arise from or relate to the **Business**, other than a claim in respect of **Jury Service Allowance**.
- d Any claim in respect of which the **Insured Person** is, or but for the existence of this Section would be, entitled to an indemnity or contribution under any other policy or certificate of insurance except for any excess beyond the amount which would have been covered under such other policy or certificate of insurance.
- e Any claim in respect of which the **Insured Person** is entitled to an indemnity or contribution under any other Section of this Policy.
- f Any claim in respect of which the **Insured Person** is entitled to Legal Aid.
- g Any claim arising out of a deliberate, conscious, intentional or reckless act by the **Insured Person** or where the **Insured Person** has shown wilful disregard for the need to take all reasonable steps to avoid, prevent and limit any such claim.
- h Any claim made, brought, commenced or defended outside of the **Geographical Limits**.
- i Any claim where in the **Insurer's** opinion there are no **Reasonable Prospects of a Satisfactory Outcome**.
- j Fines or other penalties imposed by a court, tribunal or regulator.
- k Any dispute between the **Insured Person** and Allianz Insurance plc and any of its subsidiary companies.
- l Any dispute between the **Insured Person** and the **Legal Representative** in respect of a claim under this Section or between the **Insured** and the provider of any Additional Service or telephone helpline available under this Section.
- m Any claim relating to damage to goods in transit, or goods lent or hired to third parties, or goods at premises, other than the **Premises**.
- n Any claim arising from or relating to the operation of a franchise or distribution agreement.
- o Any claim arising from or relating to a shareholding agreement or a partnership agreement or a trust.
- p Any claim arising as a result of an allegation of libel, slander or malicious falsehood including defamation or injury to reputation.
- q Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs or other intellectual property, breach of secrecy or confidentiality, restrictive covenants or a passing off action.
- r Any claim arising from or relating to an application for judicial review or other challenge to any legislation or proposed legislation.
- s Any Arbitration or Adjudication whether formal or informal.
- t Any claim relating to any non-contracting parties' right to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.
- u Defending the **Insured Person** in any legal proceedings arising from:
 - i. bodily injury, psychological injury or illness (including stress), disease or death; or
 - ii. loss, destruction or damage to property; or
 - iii. alleged or actual breach of any duty owed as a director or officer of the **Insured**, other than as specified in Event 1d Pension Trustee Defence.

- v Any VAT attaching to **Legal Expenses** incurred with the **Insurer's** consent which is recoverable by the **Insured Person** from elsewhere.
- w Any dispute between individuals comprising the **Insured** or with any subsidiary, parent or associated company of the **Insured**.
- x Any claim relating to or arising from the following alleged activities:
 - i. Fraud, money laundering, bribery offences, breaches of international sanctions, theft or other dishonest activities; or
 - ii. Offences against another person including but not limited to violence or sexual offences; or
 - iii. Criminal proceedings relating to the manufacture, distribution or use of weapons, alcohol, drugs, indecent or obscene materials.

Conditions

In addition to the General Conditions of this Policy the following also apply to this Section:

A. General Conditions

1. Change of Risk

It is a condition precedent to the liability of the Insurer to provide Cover under this Policy that the Insured must notify the Insurer in writing of any alteration during the Period of Insurance which would materially affect the Insurer's assessment of the risk and that part of this insurance affected shall cease to be in force unless such alteration is agreed in writing by the Insurer. Upon notification of any alteration the Insurer may alter the premium and the Insured will pay an additional premium to, or receive a refund of premium from, the Insurer as the case may be.

2. Arbitration

Any dispute between the Insured Person and the Insurer concerning this Section shall be referred to a single arbitrator who will be either a solicitor or barrister agreed upon by the parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Chairman of the Bar Council or equivalent professional body within the Geographical Limits. All the costs of the arbitration shall be met in full by the party against whom the arbitration award is made unless that person made the other an earlier without prejudice offer which was more favourable than the arbitration award. If the arbitration award is not clearly made against one party the arbitrator will have the power to apportion costs. If the arbitration award is made in the Insurer's favour, the Insured Person's costs will not be recoverable under this Section. The arbitration award will be final and binding upon both the Insured Person and the Insurer and cannot be the subject of an appeal.

3. Maintenance of Records

It is a condition precedent to the Insurer's liability to provide Cover under this Section that the Insured has kept and maintained reasonable books and records. Where the Insured is a corporate organisation such books and records must have been kept in accordance with the Companies Acts.

4. Disclosure of the Existence of this Section

The Insured Person or the Legal Representative must not reveal the existence of this Section to any other person or entity unless the Insurer has given prior written consent or is ordered to do so by a court.

5. Assignment

This Section may not be assigned by the Insured Person or by the Insured Person's executors or administrators.

B. Claims Process Conditions

1. Notification of Claim

It is a condition precedent to the Insurer's liability to provide Cover under this Section that the Insured Person notifies the Insurer in writing, by the completion of a claim form, or in another way confirmed by the Insurer in writing to the Insured Person

- i. immediately after the Insured Person becomes, or should have become, aware of any event or circumstance which gives rise to a claim involving the Insured Person; and
- ii. immediately following receipt of any letter or other notification or a claim, claim form, summons or other legal process.

If the Insured Person fails to notify the Insurer within 6 months of the first occurrence of such cause, event or circumstance, any Claim arising from that cause, event or circumstance will not be accepted if the Insurer has suffered prejudice as a result of the delay.

When such a notification has been given, the Insurer agrees to treat any subsequent Claim in respect of the cause, event or circumstance notified as though the Claim had been made, brought or commenced during the Period of Insurance.

Important procedure for employment disputes

If a **Claim Form (ET1)** is received from an employment tribunal it is a condition precedent to the Insurer's liability that the Insured must **immediately** complete a claim form and forward it to the Insurer, to arrive no later than seven (7) days after receipt of the **Claim Form (ET1)**. **Response Form (ET3)**, which should be left blank, must also be sent to the Insurer.

Important procedure for criminal proceedings

If a summons is received by the Insured notifying of criminal proceedings involving the Insured it is a condition precedent to the Insurer's liability that the Insured must **immediately** contact the Insurer and forward a copy of the summons to the Insurer, to arrive no later than seven (7) days after receipt of the summons by the Insured.

2. Consent

It is a condition precedent to the liability of the Insurer to provide cover under this Section that the Insured Person first obtain the Insurer's prior written agreement ("Consent") to

- i. provide cover under this Section in respect of the claim; and
- ii. incur Legal Expenses; and
- iii. pay Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance.

Consent will only be given if the Insured Person can satisfy the Insurer that:

- a there are Reasonable Prospects of a Satisfactory Outcome and
- b in a particular case, it is reasonable for Legal Expenses to be incurred and/or for the Insurer to agree to meet any Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance to be accepted under this Section

If the Insurer and the Legal Representative do not agree on whether Reasonable Prospects of a Satisfactory Outcome exist, then the Insurer will seek the opinion of another legally qualified advisor or other expert appropriate to the claim whom it considers it necessary to consult. If that advisor or expert's opinion differs from that of the Legal Representative, their opinion shall be substituted for that of the Legal Representative for the purposes of determining whether or not Reasonable Prospects of a Satisfactory Outcome exist.

In all cases the Insured Person will be advised in writing of the granting or refusal of Consent.

3. Dealing with the Claim

If the Insurer grants Consent a Legal Representative will be instructed and will then act in accordance with Claims Process Condition 8.

The Insurer may withdraw Consent previously given at any time if facts become known which would mean that a particular claim should not have been accepted under the terms of this Section or if there are no longer Reasonable Prospects of a Satisfactory Outcome. Provided there has been full compliance with the Section terms the Insurer agrees to indemnify the Insured Person in respect of Legal Expenses, Jury Service Allowance or Witness Attendance Allowance incurred up to the date when the Insurer notified the Insured Person that Consent had been withdrawn.

If the Insured Person decides to proceed with the pursuit or defence of a claim to which the Insurer has refused to give Consent and is subsequently successful the Insurer will pay Legal Expenses as if the Insurer had given Consent at the outset.

4. Duty of the Insured Person to Minimise Claims

In respect of any Claim for which Consent has been granted under the Section the Insured Person must take all reasonable measures to minimise the Legal Expenses, Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance incurred and any other matters which may affect the Insurer's liability in respect of any Claim under this Section.

If the Insured Person fails to comply with this term then the Insurer will have the right to adjust the Insurer's liability under this Section to the extent that the Claim would have cost the Insurer had the Insured Person complied with this term.

5. The Insurer's Right to Settle Claims

The Insurer shall have the right to take over and conduct in the name of the Insured Person the pursuit or defence of any Claim at any time and can settle any Claim on behalf of the Insured Person on such terms as the Insurer deems appropriate. At its absolute discretion, the Insurer may decide to settle the Claim by paying the Insured Person the amount of damages claimed by, or against, the Insured Person instead of indemnifying the Insured Person for Legal Expenses, Awards of Compensation or Witness Attendance Allowance. Where the Insurer exercises this discretion the Insurer will cease to be liable for any further Legal Expenses, Awards of Compensation or Witness Attendance Allowance in respect of that Claim.

6. Insolvency of the Insured Person

During the course of any Claim to which the Insurer has given Consent, the Insurer has the right to withdraw that Consent immediately if the Insured Person

- a. becomes insolvent; or
- b. enters into liquidation; or
- c. makes an arrangement with creditors; or
- d. enters into a deed of arrangement; or
- e. has part or all of their affairs, assets or property placed in the care or control of a receiver or a liquidator; or
- f. has an administration order over their affairs, assets or property.

Provided there has been full compliance with the Section terms the Insurer agrees to indemnify the Insured Person in respect of Legal Expenses, Jury Service Allowance and Witness Attendance Allowance incurred up to the date when the Insurer notified the Insured Person that Consent had been withdrawn.

7. Appeal Procedure

If, following legal proceedings to which the Insurer has given Consent, the Insured Person wishes to appeal against the judgment or decision of a court or tribunal, it is a condition precedent to the Insurer's liability to provide cover under this Section that the grounds of such appeal must be submitted to the Insurer in good time and by secure means so that the Insurer may consider whether there are Reasonable Prospects of a Satisfactory Outcome in respect of the appeal and if so whether to Consent to such an appeal. The terms of Claims Process Condition 2 shall apply to any appeal which the Insured Person wishes to make.

If the Insurer wishes to appeal against the judgement or decision of a court or tribunal, the Insured Person will co-operate fully in an appeal. If the Insured Person fails to do so, any Legal Expenses, Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance paid for by the Insurer must be repaid.

8. Legal Proceedings

a. Freedom to choose a Legal Representative

For any Claim where the Insurer may be liable to pay Awards of Compensation in respect of employment disputes the Insurer will choose the Legal Representative.

For any other Claim the Insurer will choose the Legal Representative at any time before the Insurer agrees that legal proceedings need to be issued or defended. The Insured Person can only choose a Legal Representative if the Insurer agrees that legal proceedings need to be issued or defended or if a conflict of interest arises which means that the Legal Representative originally chosen by the Insurer cannot act for the Insured Person. The Insured Person must send the name and address of the Insured Person's chosen Legal Representative to the Insurer. If the Insurer agrees to appoint a Legal Representative that the Insured Person chooses, that Legal Representative will be appointed on the same terms as the Insurer would have appointed its chosen Legal Representative, except where the Insurer and the Legal Representative reach a different agreement.

In respect of any Claim for which the Insurer has granted Consent, the Legal Representative will be appointed in the name of and on behalf of the Insured Person to act for the Insured Person in accordance with the terms of this Section.

In agreeing to the selection of a Legal Representative the Insured Person will comply with Claims Process Condition 4.

The Insurer's liability to provide cover under this Section will cease immediately with no liability to indemnify the Insured Person in any respect unless in its absolute discretion the Insurer agrees to another Legal Representative being appointed to continue acting for the Insured Person under the terms of this Section, if:

- i. due to any conduct or failure to act by the Insured Person, the Legal Representative reasonably refuses to continue acting for the Insured Person, or
- ii. the Insured Person dismisses the Legal Representative against the advice of the Legal Representative and without the Insurer's prior written agreement.

b. Disclosures to the Legal Representative

It is a condition precedent to the Insurer's liability to provide cover under this Section that the Insured Person must:

- i. give the Legal Representative all possible help and information including a complete and truthful account of the facts of the case; and
- ii. provide the Legal Representative with all relevant documentary or other evidence in the Insured Persons possession; and
- iii. provide, obtain or execute all documents considered necessary by the Legal Representative and attend meetings or conferences as requested.

c. Access to Information

The Insurer is entitled to receive from the Legal Representative any information, document or advice in connection with any Claim, even if privileged. On request the Insured Person will give to the Legal Representative any instructions necessary to secure the required access.

d. Duties of the Insured Person and Legal Representative in relation to any Claim

It is a condition precedent to the Insurer's liability to provide cover under this Section that:

- i. The Insured Person, or on their behalf, the Legal Representative immediately notify the Insurer in writing of any information as soon as it is received which may affect the Insurer's opinion on the Reasonable Prospects of a Satisfactory Outcome of the Claim
- ii. The Insured Person, or on their behalf the Legal Representative must inform the Insurer in writing as soon as any offer to settle a Claim is received or made. The Insured Person or the Legal Representative must not under any circumstances enter into any agreement to settle without the Insurers prior written consent. If the Insured Person, or on their behalf the Legal Representative, fails to inform the Insurer as soon as an offer to settle a Claim is received or made, cover under this Section will cease with effect from the date of the offer. If, in the Insurer's opinion, the Insured Person unreasonably withholds agreement to settle, cover under this Section will cease from the date on which the Insured Person ought reasonably have agreed to settle. The Insurer agrees to indemnify the Insured Person in respect of Legal Expenses incurred up to the date when cover ceased
- iii. The Insured Person, or on their behalf the Legal Representative, must report in writing the result of the Claim to the Insurer when it is finished.

e. Payment of Legal Representative's Bills

The Insurer shall have the right to settle Legal Expenses at the conclusion of a Claim. The Insured Person should forward all bills which are received from the Legal Representative relating to the Claim to the Insurer without delay following conclusion of the Claim. If the Insurer requires, the Insured Person must ask the Legal Representative to submit the bill of costs for audit or assessment by the appropriate court or, at the discretion of the Insurer, a law costs draughtsman or other competent party. The Insurer will only pay Legal Expenses that are determined as reasonable by the audit or assessment.

The Insurer may settle a payment of Legal Expenses, Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance direct with the Legal Representative if it is appropriate for the Insurer to do so. The payment of some Legal Expenses does not imply that all Legal Expenses will be paid on the Insured Person's behalf.

The Insured Person must not, without the Insurer's prior written consent, enter into any agreement with the Legal Representative as to the basis of calculation of Legal Expenses. This agreement is normally known as either a conditional fee agreement or a damages based agreement.

f. Instruction of a Barrister

If, during the course of any Claim (and subject always to compliance with Claims Process Condition 2), the Insured Person or the Legal Representative considers it necessary and wishes to instruct a barrister, the barrister's name must first be submitted to the Insurer for Consent to the proposed instruction.

g. Conduct of the Claim

It is a condition precedent to the Insurer's continuing liability to provide cover under this Section that the Insured Person:

- i. does not withdraw from a Claim or dismiss the Legal Representative without the written agreement of the Insurer and the Legal Representative; and
- ii. co-operates fully with the Legal Representative and the Insurer in the conduct of the Claim; and
- iii. follows the advice of the Legal Representative.

If the Insured Person fails to comply with i, ii or iii then the Insurer's liability to provide cover under this Section will cease immediately and the Insurer will not be responsible for the payment of Legal Expenses or Awards of Compensation and will be entitled to reimbursement of all Legal Expenses already incurred and any Jury Service Allowance or Witness Attendance Allowance already paid in respect of the Claim unless the Insurer agrees to appoint another Legal Representative to continue the Claim.

h. Award of Costs

Where the Insured Person is awarded costs, it is a condition precedent to the Insurer's liability to provide cover for Legal Expenses that the Insured Person and the Legal Representative must take every reasonable step to recover Legal Expenses which would be or have been subject to payment under this Section. All such recoveries will be taken into account when calculating the Insurer's liability under this Section.

i. Alternative Dispute Resolution

When, in the Insurer's opinion, alternative dispute resolution would appear to provide a more effective method of resolving any Claim, the Insurer may request that the Insured Person agrees to submit such Claim to a professional dispute resolution service, to be selected by the Insurer. In considering alternative dispute resolution the Insured Person will comply with Claims Process Condition 4 and will not therefore unreasonably withhold Consent.

Communications

All notices and communications from the Insurer or the Insurer's representatives to the Insured Person will be deemed to have been duly sent if sent to the Insured Person's last known address or, in relation to any matters arising out of any Claim, if sent to the Legal Representative.

All notices and communication from the Insured Person to the Insurer should be sent to:

Allianz Legal Protection
Allianz-ALP
PO Box 10623
Wigston
LE18 9HJ
United Kingdom

Telephone: **0370 243 4340**

(open 9am to 5pm, Monday to Friday, excluding Bank Holidays)

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

Additional Services

In addition to the indemnity provided by this Section, further services are available to the Insured. The Insured may access these services at any time during the Period of Insurance, although the Insurer will not be liable to the Insured or Insured Person for any Legal Expenses or other costs or expenses, loss or damage incurred as a result of using the services or any advice received from the provider of these services. This is because these services are not provided by the Insurer.

Further, no liability can be accepted for inability to provide any benefits or advice due to breakdown or failure of the telephone network.

There may be an additional charge payable by the Insured or Insured Person for the use of these additional services.

1 Undisputed Debt Recovery Service

The Insured has access to the Undisputed Debt Recovery Service if the Insured has an Undisputed Debt of at least £250 and the legal action to recover that Undisputed Debt can be brought within Great Britain. The Undisputed Debt should be referred to the Undisputed Debt Recovery Service as soon as possible after the amount becomes due and payable.

The Undisputed Debt Recovery Service is provided by an organisation that specialises in the recovery of debts. The organisation providing the Undisputed Debt Recovery Service is not part of the Insurer and does not act on the Insurer's behalf.

For Undisputed Debts that are pursued in England or Wales, that organisation will be DWF LLP, of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE. For Undisputed Debts that are pursued in Scotland, the service will be provided by Jackson Boyd Solicitors, of 247 West George Street, Glasgow, Lanarkshire G2 4QE.

When the Insured needs to contact the Undisputed Debt Recovery Service the Insured should call the number below, which relates to the country in which the Undisputed Debt will be pursued. The Insured should quote 'Allianz Undisputed Debt Recovery Service' and the Master Policy reference contained within the Policy Schedule.

Debts pursued in England or Wales: **0151 907 3141**

Debts pursued in Scotland: **0141 249 6171**

The telephone lines are open between the hours of 9.00am and 5.00pm, Monday to Friday (excluding Public Holidays).

Use of the Undisputed Debt Recovery Service by the Insured will be subject to a fee being payable by the Insured to the Undisputed Debt Recovery Service. The fee will be a percentage of the Undisputed Debt. The level of the fee, and the time at which it will be payable by the Insured, will be confirmed to the Insured by the Undisputed Debt Recovery Service when the Undisputed Debt Recovery Service is initially contacted. There may be additional expenses that are necessarily incurred by the Undisputed Debt Recovery Service to recover the Undisputed Debt. These will also be payable by the Insured and will be confirmed by the Undisputed Debt Recovery Service to the Insured at the appropriate time.

This Section does not cover the fee charged by the Undisputed Debt Recovery Service or any expenses incurred in recovering the Undisputed Debt.

If, in the view of the Undisputed Debt Recovery Service and the Insurer, the other party to the Contract submits a viable defence in respect of the Undisputed Debt the Insured must report the matter as a civil Claim in respect of a contract dispute pursuit. The pursuit of the disputed debt will then be handled in accordance with the terms and conditions of this Section.

2 Solicitor Employment Support Service

The Insured has access to the Solicitor Employment Support Service if the Insured requires the use of a solicitor to carry out a redundancy programme relating to an Employee, on behalf of the Insured.

In the first instance the Insured should contact Lawphone on **0370 241 4140** and provide a brief summary of the problem. The details will be passed to an advisor who will return the Insured's call. If the advisor decides the Insured would benefit from the use of a solicitor they will pass the details on to the solicitor to arrange a mutually convenient time for this to take place.

There is an additional charge to use this service and this additional charge will not be covered by this Policy.

The telephone helpline is provided by Allianz Legal Protection, a trading name of Allianz Insurance plc.

The Solicitor Employment Support Service is provided by DWF LLP of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE.

3 Specialist Legal Support Service

The Insured has access to a specialist solicitor if:

- Lawphone is unable assist with the legal problem because it is specialist in nature; or
- the Claim is not covered by this Section; or
- the Insured requires a full legal review of the Business.

This service aims to deal with issues which are specialist in nature. The solicitor will work with the Insured to prevent legal problems from happening by concentrating on specific areas of the Business or assessing the Business for areas where legal issues may arise and address those areas.

There is an additional charge for this service depending on the issues which need to be addressed and this additional charge will not be covered by this Policy.

In the first instance the Insured should contact Lawphone on **0370 241 4140** and provide a brief summary of the problem.

The details will be passed to an advisor who will return the Insured's call.

The solicitor support is provided by DWF LLP of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE.

4 Crisis Response

The Insured has access to a range of services to provide support to prepare for, and deal with, a business crisis. In the first instance the Insured will need to register at <https://www.dwf.law/crisisresponse> for access to the free crisis response service including crisis response updates by email, cyber security updates and access to a free dedicated workshop programme.

In addition, the Insured will have access to crisis management training, reviews and a bespoke crisis management plan.

There is an additional charge for this service depending on the issues which need to be addressed and this additional charge will not be covered by this Policy.

The crisis response service is provided by DWF LLP of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE.

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Personal Accident Section

Making a Claim

Claims under the Personal Accident Section of this **Policy** should be referred to:

Claims Division Allianz Insurance plc
PO Box 10509
51 Saffron Road
Wigston
LE18 9PF

Tel: 0344 893 9500
Fax: 01483 790726
E mail: Casualty1@allianz.co.uk

Lines are open from 09:00 to 17:00 Monday to Friday.

Policyholder Helplines

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

All services are accessed by **the Insured** or **Insured Person** contacting Healix Medical Services Limited on the telephone numbers provided alongside each service.

When the Personal Accident Section is shown as insured on the schedule, the Insured is entitled to the following service:

Medical Advice Line Tel +44(0) 1483 260757

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
- Dos and donts 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.

Definitions

Accidental Bodily Injury

Bodily injury and **Associated Illness** directly and solely caused by:

- a. a sudden unexpected identifiable physical injury or
- b. unavoidable exposure to the elements

which

- i. does not result from a series of events which occur or develop over time that cannot be wholly attributable to a single accident or
- ii. is not intentionally self-inflicted or
- iii. does not result from sickness, disease or psychological condition other than in respect of **Benefit 4** of the **Continental Scale**.

Additional Insured Persons

The **Insured Person(s)** who are included within **Personal Accident Extensions** numbered 1 to 4

Aircraft Accumulation Limit

The Insurer's maximum liability in the aggregate 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 total annual basic salary including overtime bonus or commission payments and **Directors** dividend payments as declared and upon which the premium is based. Overtime bonus or commission payments and **Directors** dividend payments shall be based on the average payments made during the twelve months immediately prior to the date of the **Accidental Bodily Injury**

Associated Illness

Sickness, disease or Post Traumatic Stress 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** 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 **Policy** as detailed on the **Schedule**.

Computer System

Any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

Contamination

Contamination or 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's maximum liability in the aggregate under this and any other group personal accident and/or 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**.

Continental Scale

Compensation under **Benefit 2** of the **Schedule** is extended to include the following **Benefits** provided that the **Insured Person** has survived for at least one month from the date of the **Accidental Bodily Injury**.

1. Permanent loss by physical separation of:
 - a. one thumb:
 - i. both phalanges 30%
 - ii. one phalange 30%
 - b. one index finger
 - i. three phalanges 20%
 - ii. two phalanges 20%
 - 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 15%
 - e. one other toe
 - i. three phalanges 5%
 - ii. two phalanges 3%
 - iii. one phalange 2%
2. Permanent total loss of use of:
 - a. shoulder or elbow 25%
 - b. wrist, hip, knee or ankle 20%
 - c. total loss of use of the neck or cervical spine with no damage to the spinal cord 30%
 - d. total loss of use of the back or spine below the neck with no damage to the spinal cord 40%
 - e. of one lung or one kidney, the spleen or the liver 25%
 - f. taste 5%
 - g. smell 5%
3. Removal by surgical operation of lower jaw 30%
4. **Sickness** resulting in **Loss of Sight** or **Permanent Total Disablement** by paralysis 20%
5. Permanent facial scar
 - a. 1cm to 5cm long on the face 5%
 - b. over 5cm long on the face 10%

6. Loss of intellectual capacity

100%

The appropriate percentage shall be applied to the amount for **Benefit 2** shown in the **Schedule** or to the Limit per Person under **Benefit 2** whichever is the lesser.

For forms of permanent disablement not specified the degree of disability will be assessed by comparison with the percentages shown in the scale above without taking into account the **Insured Person's** occupation.

Where an amount is claimed in respect of the same **Insured Person** for more than one form of permanent disablement as the result of the same **Accidental Bodily Injury** the total of the percentages shall not exceed 100% of the amount for **Benefit 2**.

If a claim is payable for loss of use of a whole member of the body a claim for parts of that member cannot also be made.

Country of Residence

The country in which the **Insured Person** permanently resides or is the country from which the **Insured Person** is expected to reside for more than six (6) months.

Cyber Event

An unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System** or any data by any person or group(s) of persons.

Death

Death caused by **Accidental Bodily Injury**.

Declared Travel Pattern

The number of journeys, details of destinations and average duration of each journey as provided by the **Insured** to the **Insurer** before the inception of cover or the renewal of cover.

Deferment Period

The uninsured period that must pass before payment for **Temporary Total Disablement** or **Temporary Partial Disablement** begins.

Denial of Service

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service includes, but is not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Dental Injury

Damage to or loss of teeth gingival tissues alveoli or dental prostheses including implants bridges or crowns (whilst in situ within the mouth of the **Insured Person**) which is caused solely by a force external to the mouth of the **Insured Person**.

Dependant Adult

Any person other than a **Dependant Child** who is dependent on the **Insured Person** and where either the **Insured Person** or the dependant adult is in receipt of a carers or attendance allowance from the government of the **United Kingdom**.

Dependant Child

The unmarried children, stepchildren, foster children and legally adopted children who are either under eighteen (18) years of age or under twenty three (23) years of age if studying in full time education at the time of **Death** of the **Insured Person** and for whom the **Insured Person** was the parent or legal guardian.

Directors

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

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 the aggregate 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.

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 6** as shown under **Personal Accident Section** of the Table of **Sums Insured** in the **Schedule**.

Hemiplegia

The permanent and total paralysis of one side of the body.

Hijack

Unlawful seizure or unlawful control of an aircraft or other conveyance in which the **Insured Person** is travelling as a passenger.

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/Hospitalised

Any continuous period of 24 hours or more during which time the **Insured Person** has been confined to **Hospital** by a **Qualified Medical Practitioner**.

Insured Person

Any person described on the **Schedule** who is under the age of eighty (80) at the start of the **Period of Insurance** and is resident in the **United Kingdom** unless specifically stated otherwise on the **Schedule**.

Insured Trip

- a. Any **Business Trip** under six (6) months and any holiday which is purely ancillary to the **Business Trip** undertaken by an **Insured Person** and their accompanying **Spouse** and immediate family when approved by **the Insured** that forms part of the **Declared Travel Pattern**

or
- b. Any other journey under six (6) months duration undertaken by an **Insured Person** or guest or Contractor of **the Insured** and their accompanying **Spouse** and immediate family when approved by **the Insured** that forms part of the **Declared Travel Pattern**

or
- c. Any journey under thirty (30) calendar days duration undertaken by **Directors of the Insured** and their accompanying **Spouse**, immediate family and domestic staff

or
- d. Any journey undertaken by business colleague friend or family of an **Insured Person** travelling on compassionate grounds with the agreement and at the expense of **the Insurer**.

Kidnapped/Taken Hostage

The unlawful taking and holding captive of an **Insured Person**.

Loss/Losses

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 hearing loss greater than 90 decibels across frequencies between 500 Hz and 3,000 Hz as tested by a **Qualified Medical Practitioner**. The maximum amount payable for Loss of Hearing in one ear is 25% of the **Sum Insured** for **Benefit 2** or £5,000 whichever the greater.

Loss of Limb

In respect of

- a. an arm - physical severance or permanent loss of use of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)

or

- b. a leg - physical severance or permanent loss of use at or above the level of the ankle (talo-tibial joint).

Loss of Sight

Total and permanent loss of sight which will be considered as having occurred:

- a. in both eyes if the **Insured Person's** name has been added to the Register of Blind Persons maintained by the **United Kingdom** government on the authority of a **Qualified Medical Practitioner**

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 Table of Sums Insured in the **Schedule**.

Maximum Benefit Period

The maximum period (not necessarily consecutive) for which **Temporary Total Disablement** or **Temporary Partial Disablement** are payable after the **Deferment Period** has expired

- i. as shown in the **Schedule** or
- ii. when the **Insured Persons** contract of employment with **the Insured** ends
whichever the earlier.

Non-Scheduled Air Accumulation Limit

The Insurer's maximum liability in the aggregate 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 Time

The time and circumstances when cover under this **Policy** is effective within the **Period of Insurance** shown in the **Schedule**.

Paraplegia

The permanent and total paralysis of the two lower limbs, bladder and rectum.

Period of Insurance

Applying to Personal Accident and Business Travel Sections

The period of insurance shown in the **Schedule** being the period during which this **Policy** remains valid subject to the **Operative Time**.

The Period of Insurance will end on the earliest date of the following for **the Insured**

- a. 11.59pm on the day immediately prior to the renewal date shown in the **Schedule**.
- b. when **the Insured** or **the Insurer** cancels this **Policy** under **Section Condition 3** or **4**.

The Period of Insurance will end on the earliest date of the following for an **Insured Person**

- a. 11.59pm on the day immediately prior to the renewal date shown in the **Schedule**.
- b. when **the Insured** or **the Insurer** cancels this **Policy** under **Section Condition 3** or **4**.
- c. the date the policy is cancelled.
- d. on the date an **Insured Person** notifies **the Insured** that they no longer wish to be included in this **Policy**.
- e. if the **Insured Person** is an **Employee of the Insured** on the date on which the **Insured Person** cease their employment with **the Insured**.
- f. at the end of the contract period for a person who is employed by **the Insured** on a contract of fixed duration unless otherwise agreed by **the Insured**.

whichever the sooner other than

- i. if the **Insured Person** is on an **Insured Trip** that continues beyond the expiry of the **Period of Insurance** for up to ninety (90) consecutive days from the end of the **Period of Insurance** or until the completion of the **Insured Trip** whichever is the sooner.
- ii. if the **Insured Person** is subject to a claim for **Hijack and Kidnap** then the **Period of Insurance** is extended for up to fifty two (52) weeks or until the **Insured Person** returns to their usual residence whichever is the sooner.

Permanent Partial Disablement

Loss of Sight, Loss of Hearing, Loss of Speech or Loss of Limb

Permanent Total Disablement

Any permanent disablement other than

- a. **Loss of Sight**
- b. **Loss of Hearing**
- c. **Loss of Limb**
- d. **Continental Scale**

which having lasted without interruption for at least twelve (12) months, has no reasonable prospect of improving, and in the opinion of an independent referee who is a **Qualified Medical Practitioner** and 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 employed by **the Insured**
- ii. business profession or occupation of each and every kind if the **Insured Person** is not employed by **the Insured**
- iii. business profession occupation or schooling of each and every kind if the **Insured Person** is under eighteen (18) years of age or under twenty three (23) years of age and in full time education

for the remainder of their life.

Personal Property

Clothing and other personal articles the property of the **Insured Person**.

Premises

Applying to Personal Accident and Business Travel Sections

The interior portion of a building with a singular identifiable address in the **United Kingdom** or the **Insured Persons Country of Residence** owned or leased by **the Insured** in the conduct of the **Business**.

Quadriplegia

The permanent and total paralysis of the two upper limbs and the two lower limbs.

Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practice medicine ophthalmology or dentistry under the laws of the country in which they practice and who is not

- i. the **Insured Person** or
- ii. the **Spouse** of the **Insured Person** or
- iii. a member of the immediate family of the **Insured Person** or
- iv. an **Employee** of the **Insured**.

Scheduled Air Transport

A registered fixed wing aircraft which flies from an internationally recognised airport on a published schedule and which has more than eighteen (18) seats.

Sickness

An identifiable illness, disease, medical complaint or medical condition which is not **Accidental Bodily Injury**.

Spouse

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

Temporary Partial Disablement

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

Temporary Total Disablement

Temporary 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.

Triplegia

The permanent and total paralysis of three limbs.

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**.

Visitor

Any individual visiting the **Premises** of **the Insured** in a business capacity with the knowledge and consent of **the Insured** excluding any Emergency Services personnel and third party contractors undertaking work on behalf of **the Insured**.

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** 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 salaried employees 1/52nd of the **Annual Salary**) normally paid (excluding bonus payments) by **the Insured** to the **Insured Person** as at the date of occurrence of the accident giving rise to **Accidental Bodily Injury** for their **Usual Occupation**.

Operative Times

Show the time and circumstances that cover applies to the Insured Person as selected by the Insured and shown in the Schedule

- **24 Hours**
At anytime.
- **Occupational including Commuting**
 - a. While an **Insured Person** is carrying out their occupational or voluntary duties for **the Insured** or travelling between:
 - i. an **Insured Person's** place of residence and place of work
 - ii. places of work at the expense of **the Insured**.
 - b. **Business Travel outside or within the United Kingdom**
 - c. **Away from premises**
 - d. **Assault**
 - e. **Motor Vehicle Travel**
- **Occupational**
 - a. While an **Insured Person** is carrying out their occupational or voluntary duties for **the Insured** or while travelling between places of work at the expense of **the Insured**.
 - b. **Business Travel outside or within the United Kingdom**
 - c. **Away from premises**
 - d. **Assault**
 - e. **Motor Vehicle Travel**
- **Away from premises**
While an **Insured Person** is:
 - a. carrying out their occupational or voluntary duties for **the Insured** and is not on **the Insured's** Premises
 - b. travelling between places of work where the travel is at the expense of **the Insured**.
- **Assault**
At any time where **Accidental Bodily Injury** is the direct result of an unprovoked physical assault by another person.
- **Motor Vehicle Travel**
Whilst getting in and out of, travelling in, loading or unloading, carrying out emergency road-side repairs to, and refueling of, any vehicle used for the **Business** of **the Insured**.

- ◆ **Business Travel outside or within the United Kingdom**

While on an **Insured Trip** or Corporate Event at the expense of the **Insured**

- a. outside the **United Kingdom** or **Country of Residence**: or
- b. in the **United Kingdom** or **Country of Residence** involving
 - i. an overnight stay away from the **Insured Person's** residence or
 - ii. a flight in an aircraft or
 - iii. involves either a journey by road rail or sea

excluding commuting between the **Insured Person's** residence or work place

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.

- ◆ **Business Travel outside the United Kingdom**

While on an **Insured Trip** outside the **United Kingdom** or **Country of Residence**.

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.

Cover

The Insurer will pay the Insured the Sums Insured shown in the Schedule if any Insured Person suffers **Accidental Bodily Injury** during the **Period of Insurance** and **Operative Time** which, within twelve (12) months solely, directly and independently of any other cause results in the:

1. **Death**
2. **Loss of Sight** in one eye or **Loss of one Limb** or **Loss of Hearing** in one ear or **Loss of Speech**
3. **Loss of Sight** in both eyes or **Loss of two or more Limbs** or **Loss of Hearing** in both ears
4. **Permanent Total Disablement**
5. **Temporary Total Disablement**
6. **Temporary Partial Disablement**

of that Insured Person.

Extensions

Additional Insured Persons

The following **Additional Insured Persons** are included provided they are not insured elsewhere under this **Policy**

The maximum amount payable for **Additional Insured Persons** is £300,000 in respect of any one **Loss**.

1. **Visitors to the Insured Premises**

If within the **Period of Insurance** a **Visitor** or student on a work experience placement on **the Insureds Premises** suffers **Accidental Bodily Injury** which, within twelve (12) months thereof solely, directly and independently of any other cause results in **Death, Permanent Partial Disablement** or **Permanent Total Disablement** the Insurer will pay at the request of **the Insured** a sum to each such individual or their legal representatives.

Death	£30,000
Permanent Partial Disablement	£30,000
Permanent Total Disablement	£30,000

2. **Spouse and Children**

Provided that an **Insured Person** is

- a) a **Director** or **Employee** of **the Insured** and
- b) is Insured with an **Operative Time** of **Occupational, Occupational including Commuting** or **24 Hour**

then if within the **Period of Insurance** their **Spouse** or **Dependant Child** sustains **Accidental Bodily Injury** which, within twelve (12) months solely, directly and independently of any other cause results in **Permanent Partial Disablement, Permanent Total Disablement** or **Quadriplegia** the Insurer will pay at the request of **the Insured** a sum to each such individual or their legal representatives.

Permanent Partial Disability	£30,000
Permanent Total Disability	£30,000
Quadriplegia	£100,000

3. Guests or Contractors of the Insured

If within an **Insured Trip** a guest or contractor of **the Insured** sustains **Accidental Bodily Injury** which, within twelve (12) months solely, directly and independently of any other cause results in **Death, Permanent Partial Disablement** or **Permanent Total Disablement** **the Insurer** will pay at the request of **the Insured** a sum to each such individual or their legal representatives.

Death	£30,000
Permanent Partial Disablement	£30,000
Permanent Total Disablement	£30,000

4. Members of the public rendering assistance

If within the **Period of Insurance** an individual who is not a member of the emergency services whilst trying to save the life of an **Insured Person** sustains **Accidental Bodily Injury** which, within twelve (12) months solely, directly and independently of any other cause results **Death, Permanent Partial Disablement** or **Permanent Total Disablement** **the Insurer** will pay at the request of **the Insured** a sum to each such individual or their legal representatives

Death	£30,000
Permanent Partial Disablement	£30,000
Permanent Total Disablement	£30,000

Assault Injury Enhanced Benefit

If an **Insured Person** sustains **Accidental Bodily Injury** as a direct result of a unprovoked physical assault whilst they are acting in connection with the **Business of the Insured** which causes **Death, Permanent Partial Disablement** or **Permanent Total 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**.

Bereavement Counselling

If within the **Operative Time** an **Insured Person** or **Additional Insured Person** sustains **Accidental Bodily Injury** resulting in **Death** **the Insurer** shall indemnify **the Insured** for fees charged by a bereavement counsellor registered with the British Association for Counselling and Psychotherapy or equivalent body in the **Insured Person's Country of Residence** for up to five one hour sessions of bereavement counselling for the **Spouse** and/or **Dependant Adult** and/or **Dependant Child(ren)** of the **Insured Person** where such counselling is on the medical advice of a **Qualified Medical Practitioner**.

The maximum amount payable for such sums for any one **Insured Person** £2,000.

Catastrophe

If during the **Operative Time** any single **Loss** results in payment of the **Death Benefit** for five or more **Directors** or **Employees** of **the Insured** who are all covered by this **Policy** **the Insurer** will increase their **Sum Insured** by 25% subject to the **Accumulation Limits** shown on the **Schedule**.

Childcare Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Permanent Partial Disablement** or **Permanent Total Disablement** **the Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** for reasonable expenses necessarily incurred for the services of a registered childcare provider but only in respect of additional costs that would not otherwise have been incurred up to a maximum period of one hundred and four (104) weeks.

The maximum amount payable for such sums for any one **Insured Person** £5,000.

Crisis Management

If within the **Period of Insurance** an **Insured Person** or **Additional Insured Person** sustains **Accidental Bodily Injury** resulting in **Death Permanent Partial Disablement** or **Permanent Total Disablement** the **Insurer** shall indemnify **the Insured** costs incurred for

- i. Fees of a Public Relations consultant approved by **the Insurer**
- ii. the cost of releasing information to the media via the most appropriate route, including but not limited to radio, television, newspaper and Internet.

Provided that

- a. **the Insured** is subject to negative publicity in the local or national media and
- b. **the Insured** agree to contribute 20% of i. and ii. and
- c. costs must be incurred within thirty (30) calendar days of **Accidental Bodily Injury**.

The maximum amount payable for the **Period of Insurance** is £50,000

Dental Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Dental Injury** the **Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** up to £2,500 for reasonable expenses necessarily incurred on the advice of a **Qualified Medical Practitioner**.

Dependant Adult and Child Benefit

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Death** and the **Insurer** pays a **Death Benefit** for that **Insured Person**, the **Insurer** will in addition pay

- a. £25,000 for each **Dependant Adult**
- b. £7,500 for each **Dependant Child**

The maximum amount payable for all such dependants for any one **Insured Person** is £50,000. Any **Dependant Adult** or **Dependant Child** shall only receive one payment irrespective of the number of **Insured Persons** killed in the same **Loss**.

Domestic Assistance Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Permanent Partial Disablement** or **Permanent Total Disablement** the **Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** up to £100 per week for reasonable expenses necessarily incurred in employing a bona fide domestic services company for domestic assistance provided to the **Insured Person** at their residence.

The maximum amount payable is £10,400 in respect of any one **Insured Person**.

Enhanced Permanent Total Disablement Benefit

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Paraplegia** or **Quadriplegia** or **Hemiplegia** or **Triplegia** and the **Benefit** for **Permanent Total Disablement** becomes payable, the **Insurer** will in addition pay **the Insured** one of the following benefits:

Paraplegia	£50,000
Quadriplegia	£125,000
Hemiplegia	£50,000
Triplegia	£85,000

First Aid Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** the **Insurer** will pay for expenses necessarily incurred by the **Insured Person** for immediate and urgent treatment incurred in the **Insured Person's Country of Residence** up to a maximum of:

- i. £25,000 in respect of any one **Insured Person**
- ii. £1,000 to replace a workplace defibrillator or its consumables

Fracture benefit

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in a break to the full thickness of a bone that does not result in a claim payment under any other **Benefit the Insurer** will pay for fracture of the:

- i. hip or pelvis (excluding coccyx or thigh)
- ii. femur or heel
- iii. skull (excluding jaw and nose), lower leg, collar bone, ankle, elbow, upper or lower arm (including the wrist but not a Colles fracture)
- iv. spine (vertebrae but excluding coccyx)

£1,000

Up to a maximum payment of £5,000 for all fractures.

£750

The Insurer will pay this extension only once during the lifetime of the policy if the **Insured Person** is diagnosed with osteoporosis prior to or as a result of the **Accidental Bodily Injury** that results in a claim under this policy.

Funeral Expenses and Urgent Estate Expenses

If within the **Operative Time** an **Insured Person** or **Additional Insured Person** sustains **Accidental Bodily Injury** resulting in payment of the **Death Benefit** of that **Insured Person**, the **Insurer** will in addition pay to their legal representatives

- a. the reasonable costs incurred with **the Insurer's** prior written consent for the funeral expenses of that **Insured Person**.

The maximum amount payable for such costs for any one **Insured Person** is £10,000.

- b. reasonable expenses necessarily incurred as a direct consequence of the **Death** of the **Insured Person** which require immediate payment by the executor to the estate of the **Insured Person** whilst the administration of the estate is being arranged.

The maximum amount payable for such expenses for any one **Insured Person** is £2,000.

Hospitalisation Benefits

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** results in **Hospitalisation** in the **Insured Person's Country of Residence** on the recommendation of a **Qualified Medical Practitioner** the **Insurer** will pay the **Insured** the following amounts:

- a. **In-Patient Benefit**

£75 for each continuous twenty four (24) hour period that the **Insured Person** spends in **Hospital** as an in-patient.

- b. **Coma Benefit**

if the **Insured Person** is in a Coma an additional sum of £75 for each full day of the Coma.

The maximum amount payable for **In-Patient Benefit** and **Coma Benefit** is £54,600 in respect of any one **Insured Person**.

c. **Convalescence Benefit**

£75 for each continuous twenty four (24) hour period of convalescence immediately following **Hospitalisation** during which the **Insured Person** is confined to their home or a registered nursing home on the recommendation a **Qualified Medical Practitioner**.

The maximum amount payable is £2,000 in respect of any one **Insured Person**.

Independent Financial Advice

If within the **Operative Time** an **Insured Person** or **Additional Insured Person** sustains **Accidental Bodily Injury** resulting in **Death** or **Permanent Partial Disablement** or **Permanent Total Disablement** the **Insurer** shall indemnify **the Insured** up to £2,500 for the benefit of the **Insured Person** for fees charged by an Independent Financial Adviser authorised and regulated by the Financial Conduct Authority or equivalent regulatory authority in the **Insured Person's Country of Residence** to provide the **Insured Person** with two sessions of professional financial advice.

Modification Expenses Benefit

If within the **Operative Time** an **Insured Person** suffers **Accidental Bodily Injury** resulting in the **Benefit** for **Permanent Partial Disablement** or **Permanent Total Disablement** being paid, the **Insurer** will in addition pay the necessary costs incurred with **the Insurer's** prior written consent of alterations that need to be made to

- i. adapt the usual residence,
- ii. usual vehicle for **Loss of Limb** only or
- iii. usual place of employment of the **Insured Person** to cater for their medical needs.

The maximum amount payable for such costs for any one **Insured Person** is £25,000.

Optical Expenses

If within the **Operative Time** an **Insured Person** or **Additional Insured Person** suffers **Accidental Bodily Injury** resulting in the need for immediate and urgent eye treatment required to prevent long term damage, **the Insurer** will pay up to £500 towards the costs of treatment.

Personal Property

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in damage to or loss of any **Personal Property** that is not insured elsewhere **the Insurer** will pay to the **Insured Person** the cost of replacement of or reasonable costs of repair to the **Personal Property**.

The maximum amount payable for such costs for any one **Insured Person** is £1,000.

Recruitment Expenses

If within the **Operative Time** an **Insured Person**

- a. sustains **Accidental Bodily Injury** resulting in **Death** or **Permanent Total Disablement** or
- b. the **Insured Person** commits suicide

the Insurer shall indemnify **the Insured** for reasonable expenses necessarily incurred in employing a registered recruitment company to recruit a permanent **Employee** as a direct replacement for the **Insured Person**.

The maximum amount payable for such sums for any one **Insured Person** £5,000.

Rehabilitation Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** that the **Insurer** agrees is likely to result in **Permanent Partial Disablement, Permanent Total Disablement Benefit, Temporary Total Disablement** or **Temporary Partial Disablement** becoming payable the **Insurer** will pay for rehabilitation and necessary travel costs to facilitate the **Insured Person's** return to employment or adjustment to their permanent disability provided that the:

- i. **Insured Person** was not over sixty five (65) years of age when **Accidental Bodily Injury** occurred
- ii. **Insured Person** was an **Employee of the Insured**
- iii. **The Insurer's** prior written approval of any rehabilitation or transport costs is obtained
- iv. the **Insured Persons** rehabilitation plan is under the supervision of **the Insurer**

The amounts payable in respect of any one **Insured Person** are

- a. up to £2,000 for Physiotherapy
- b. up to £100 per week for reasonable expenses necessarily incurred for the services of a taxi or other additional travel costs to convey the **Insured Person** from their usual place of employment or residence to **Hospital**.

The maximum amount payable for such sums for any one **Insured Person** is £3,000.

- c. up to £100 per day for reasonable expenses necessarily incurred for the services of a taxi or other additional travel costs organised by **the Insured** if the **Insured Person** is unable to commute to their usual place of employment using the method of transport they normally used prior to the **Accidental Bodily Injury**

This benefit shall cease

- i. when the **Insured Person** becomes capable of resuming the use of their usual mode of transport or
- ii. when the **Insured Person** ceases to be entitled to **Temporary Partial Disablement** or
- iii. fifty two (52) weeks after the date of the **Accidental Bodily Injury**

whichever is the earlier. The maximum amount payable for such sums for any one **Insured Person** is £10,000.

- d. up to 50% of the **Sum Insured** paid for **Temporary Total Disablement** or £250 per week whichever the lesser amount up to a maximum of fifty two(52) weeks for other rehabilitation costs planned for returning the **Insured Person** to employment with **the Insured**.

or

up to the **Sum Insured** paid for **Permanent Partial Disablement** or **Permanent Total Disablement** or £25,000 whichever the lesser amount up to a maximum of fifty two(52) weeks for other rehabilitation costs planned for returning the **Insured Person** to employment.

- e. up to 10% of the **Loss of Limb(s) Benefit** paid or £75,000 whichever the lesser for the costs of prosthesis including any consultation costs.
- f. up to 20% of the **Loss of Limb(s)** or **Loss of Sight Benefit** paid or £30,000 whichever the lesser for costs and associated expenditure of Specialist Equipment for the purpose of participation in a sport that forms part of the **Insured Persons** rehabilitation plan is under the supervision of **the Insurer**.

Relocation Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Permanent Partial Disablement** or **Permanent Total Disablement** the **Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** for stamp duty payments solicitor and estate agent fees and removal costs necessarily incurred with **the Insurer's** prior written consent as a direct consequence of the **Insured Person** having to move from their permanent residence to an alternative place of residence suitable for their medical needs.

The maximum amount payable for such sums for any one **Insured Person** £25,000.

Retraining Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Permanent Total Disablement** the **Insurer** will pay for retraining costs to facilitate the **Insured Person's** return to gainful employment provided that the:

- i. **Insured Person** was not over sixty five(65) years of age when **Accidental Bodily Injury** leading to **Permanent Total Disablement** occurred
- ii. **Insured Person** was an **Employee of the Insured**
- iii. **The Insurer's** prior written approval of any retraining costs is obtained.

The maximum amount payable is £25,000 in respect of any one **Insured Person**.

Retraining Expenses for Spouse of Insured Person

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Permanent Total Disablement** the **Insurer** shall indemnify the **Insured** for the benefit of the **Insured Person** for reasonable expenses necessarily incurred by the **Spouse** of the **Insured Person** in training for an occupation or retraining for an alternative occupation up to a maximum period of twenty six (26) weeks.

The maximum amount payable for such sums for any one **Insured Person** £15,000.

Return to Residence from Hospital Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in the **Insured Person** being physically incapacitated and unable to return to their residence for a period in excess of forty eight (48) hours the **Insurer** shall indemnify the **Insured** up to £500 for the benefit of the **Insured Person** for any reasonable additional costs necessarily incurred in returning the **Insured Person** and their **Personal Property** to their residence.

Simultaneous Death of the Insured Person and Spouse

If within the **Period of Insurance** both an **Insured Person** their **Spouse** sustain **Accidental Bodily Injury** resulting in **Death** in the same event and they leave bereaved a **Dependant Adult** or **Dependant Child** then the **Insurer** will double the **Benefit** payable for **Death** of the **Insured Person** or their **Spouse** whichever is the largest amount.

Temporary Replacement Staff Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Death**, **Permanent Partial Disablement** or **Permanent Total Disablement** the **Insurer** shall indemnify the **Insured** for reasonable costs necessarily incurred in employing a temporary **Employee** recruited through a registered recruitment company to directly replace the **Insured Person** up to £500 per week for a maximum period of twenty six (26) weeks.

The maximum amount payable for such sums for any one **Insured Person** is £5,000.

Total Blindness

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in total **Loss of Sight** in both eyes the **Insurer** shall pay a benefit to the **Insured** for the benefit of the **Insured Person** £50,000. The **Sum Insured** for **Total Blindness** is payable in addition to the **Loss of Sight Sum Insured** stated in the **Schedule**.

Training Interruption Benefit

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** that prevents them from attending training or examinations that are required for their employment by the **Insured** the **Insurer** shall indemnify the **Insured** for

- i. costs incurred to resit the training or examinations for the **Insured Person** up to £1,000
- ii. the difference between pre and post qualification **Weekly Wage** as demonstrated by the **Insured's** published pay structure up to £100 per week a maximum period of twenty six (26) weeks.

The maximum amount payable for such sums for any one **Insured Person** is £5,000.

Trauma Counselling

If within the **Operative Time** an **Insured Person** or **Additional Insured Persons**

- a. is a victim of an unprovoked malicious assault by another person that has been reported to the police or
- b. directly witnesses an act of **Terrorism** and are interviewed by the police as a witness or
- c. directly witnesses the **Death** or **Permanent Partial Disablement** or **Permanent Total Disablement** of
 - i. their parent or
 - ii. **Spouse** or
 - iii. Child or
 - iv. **Dependant Child** or
 - v. **Dependant Adult** or
 - vi. colleague at the premises of **the Insured**
- d. sustains **Accidental Bodily Injury** which resulting in **Permanent Partial Disablement** or **Permanent Total Disablement**

and are diagnosed by a **Qualified Medical Practitioner** as suffering from Post Traumatic Stress Disorder within 90 days of the above mentioned incidents **the Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** fees charged by a trauma counsellor registered with the British Association for Counselling and Psychotherapy or equivalent body in the **Insured Person's Country of Residence** for up to five one hour sessions of counselling for the **Insured Person**.

The maximum amount payable for such sums for any one **Insured Person** is £2,500.

Travel to Hospital Expenses for family

If an **Insured Person** is receiving the **Hospitalisation Benefits** **the Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** for reasonable expenses necessarily incurred for the services of a chauffeur or taxi or other additional travel costs to convey a **Spouse**, Child, **Dependant Child** or **Dependant Adult** or parent of the **Insured Person** from their residence to the **Hospital** where the **Insured Person** is an In-Patient up to £100 per week a maximum period of 52 weeks.

The maximum amount payable for such sums for any one **Insured Person** £3,000.

Section Conditions

In addition to the General Conditions this Part of the Policy provides details of Conditions that apply to this section.

1. 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** within ninety (90) calendar days of any loss damage or occurrence which may result in a claim under this **Policy**
- 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** requires **the Insurer** to consider a claim under this **Policy** for which **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 **Qualified Medical Practitioner**

The Insurer will 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 its expense
- f. for **the Insured** to claim for **Weekly Benefits** under this **Policy** the **Insured Person** must have no other weekly benefits insurance in force except as declared to and accepted by **the Insurer** during the **Period of Insurance**.

2. Misrepresentation of facts relevant to an Insured Person

If any claim is made under the **Policy**, **the Insurer** will not invoke the remedies which might otherwise have been available to it under Policy Condition 1. Fair Presentation of the Risk as against **the Insured**, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular **Insured Person**. If the **Insured Person** concerned or **the Insured** on their behalf makes a careless misrepresentation of facts, **the Insurer** may invoke the remedies available to it under Policy Condition 1 as against that **Insured Person** only, as if a separate insurance contract had been issued to such person, leaving the remainder of the **Policy** unaffected.

3. The Insurer's right to cancel this policy

Other than where Policy Condition 5 Fraud applies **the Insurer** may cancel this **Policy** by giving **the Insured** thirty (30) calendar 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, 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 fourteen (14) calendar days' notice in writing to **the Insured** sent to their last known address.

The Insured Persons and **the Insured** may not cancel this **Policy**.

4. Cancellation - War Risks

The Insurer may cancel cover under this **Policy** in respect of **War** risks at any time and at its discretion by sending fourteen (14) 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 **Business Trip** or **Insured Trip** outside of the **United Kingdom** or the **Insured Person's Country of Residence** which commenced prior to the effective date of the notice of cancellation. **The Insured** will notify all **Insured Persons** of such cancellation.

5. Fraudulent Claims

If any fraud to which Policy Condition 5 relates is perpetrated by or on behalf of an **Insured Person** (and not on behalf of **the Insured**), **Policy** Condition 5 should be read as if it applies only to that **Insured Person's** claim and references to the **Policy** should be read as if they were references to the cover effected for that person alone and not to the **Policy** as a whole.

6. 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.

7. Change in Risk

It is a condition precedent to the liability of **the Insurer** that **the Insured** must give immediate notice to **the Insurer** of any change to the occupation of any **Insured Person** from that which **the Insured** originally advised to **the Insurer**.

8. Benefit Limits

- a. If the **Insured Person** is included in more than one **Category, Section** or **Clause** of this **Policy** **the Insurer** will only pay the larger **Benefit** or **Extension** respect of the same **Loss**.
- b. **Dental Expenses** shall be limited to £250 unless recommended safety equipment for protection against **Dental Injury** was being worn by the **Insured Person** whilst participating in any sport or activity for which the wearing of such safety equipment is reasonably required.
- c. **The Insurer** will not pay more than the **Maximum Benefit** for **Benefits** 1 to 6 or any other **Sum Insured** as shown in the **Schedule** for any one **Insured Person**.
- d. 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 £25,000 or the **Benefit** stated in the **Schedule** whichever is the lower.
- e.
 - i. If payment is made to **the Insured** 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**.
 - ii. If **the Insured** requests payment to be made to the **Insured Person** the maximum **Weekly Benefit** payable for
 - **Temporary Total Disablement** will not exceed 75%
 - **Temporary Partial Disablement** will not exceed 30% of the **Insured Person's** normal **Weekly Wage**.

It is the duty of **the Insured** to inform **the Insurer** if any claim payment exceeds these limits. **The Insurer** shall be entitled to seek recovery of any overpayment or adjust future payment of any Personal Accident benefit or extensions until these limits are not exceeded.

- f. **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**.
- g. The **Schedule** shows the **Weekly Benefit** payable to **the Insured** for each complete working week of **Temporary Total Disablement** or **Temporary Partial Disablement**.

Payment for any incomplete working week will be calculated as a proportion of the **Weekly Benefit** shown in the **Schedule** 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.

- h. **The Insurer** will not pay more than one of the **Benefits** 1 to 4 shown in the Table of Sums Insured in respect of any one **Insured Person** for injuries arising from the same **Loss**.
- i. **The Insurer** will not pay **Temporary Total Disablement** and **Temporary Partial Disablement** concurrently for the same **Loss**.
- j. If **the Insurer** has offered a rehabilitation service and the **Insured Person** does not comply with the medical treatment or advice provided **the Insurer** may reduce proportionately the amount paid or payable on any claim.
- k. If the **Insured Person** sustains **Accidental Bodily Injury** as a result of flying as a pilot
 - i. the **Maximum Benefit** payable in respect of **Death** or **Capital Sum Benefit** is the **Sum Insured** shown on the **Schedule** or £10,000 whichever the less and
 - ii. **Temporary Total Disablement** and **Temporary Partial Disablement** and all Personal Accident Extensions other than **Funeral Expenses** and **Urgent Estate Expenses** are excluded
- l. If the **Insured Person** is not an **Employee** of **the Insured Temporary Total Disablement** and **Temporary Partial Disablement** are not payable unless otherwise stated by a **Clause**.
- m. **Temporary Partial Disablement Sum Insured** shall not exceed 50% of **Temporary Total Disablement Sum Insured**
- n. If the period of disablement is not consecutive a new **Deferment Period** does not apply.

9. **Accumulation Limits**

The Insurer's maximum liability for all accepted claims in total in respect of all **Insured Persons** involved in the same **Loss** shall not exceed the

- a. **Aircraft Accumulation Limit,**
- b. **Event Accumulation Limit,**
- c. **Non-scheduled Air Accumulation Limit,**
- d. **Contamination by Terrorism Accumulation Limit**

as applicable.

Where the total of all individual claims exceeds the limit applicable the individual claims shall be reduced proportionately until the total of all individual claims does not exceed the limit applicable in the **Schedule**.

10. Disappearance

Death of 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** resulting in their **Death**, the disappearance of such **Insured Person** shall be deemed to constitute **Death** by accident for the purposes of this **Policy**.

In the event of the **Insured Person's** re-appearance after payment of the **Death Benefit** the beneficiary thereof will repay such compensation to **the Insurer**.

Exclusions

This Section does not cover:

Liability to pay any claim or provide any cover under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit hereunder would expose **the Insurer** or members of the Allianz Group to:

- A. any sanction, prohibition or restriction under United Nations resolutions; or
- B. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
- C. any other applicable economic or trade sanctions law or regulations.

Sanctions programs are subject to change and prohibitions or restrictions could take effect post-inception of this **Policy**.

Sanctions seek to prevent particular governments, non-state entities or individuals from purchasing arms, accessing financial support or services, or trading in specified goods or services, and are backed by criminal and civil penalties. Sanctions can include asset freezes, arms and trade embargoes, travel bans and other.

or

1. Any claim for any **Section** of this **Policy** arising out of or consequent upon or contributed to directly or indirectly by:
 - a. any **Insured Person** taking part or whilst engaged in civil commotions or riots of any kind.
 - b. the **Insured Person**
 - i. 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
 - ii. serving in the Armed Forces of any Nation or International Authority
 - iii. participating in any sport as a professional
 - c. **War** (whether declared or not):
 - i. 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
 - ii. 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.
2. Any claim in excess of:
 - a. **Aircraft Accumulation Limit**
 - b. **Non-scheduled Air Accumulation Limit**
 - c. **Event Accumulation Limit**
 - d. **Contamination by Terrorism Accumulation Limit**
 - e. £25 millionwhichever shall be the lower.
3. Any claim in any way caused or contributed to by a **Cyber Event** or **Denial of Service**.

Write-back

Where coverage is provided, this exclusion does not apply to
Accidental Bodily Injury
Sickness