

## Introduction

Thank you for choosing Allianz Insurance plc.

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

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

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

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

### **Important**

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

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

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

The parts of the Policy are:

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

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

## Policy Definitions

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

### **Policy**

The document described in the Introduction

### **Section/Sections**

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

### **Schedule**

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

### **The Insurer**

Allianz Insurance plc

### **The Insured**

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

### **Period of Insurance**

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

### **Business**

The Business Description stated in the **Schedule**

### **Premises**

The Premises stated in the **Schedule**

### **Sum Insured**

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

### **Total Sum Insured**

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

### **Excess** (*not applicable to the Employers' Liability Section*)

The first part of each and every claim, for which **the Insured** is responsible

### **United Kingdom**

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

## Insuring Clause

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

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

For Allianz Insurance plc

A handwritten signature in black ink that reads "Andrew Torrance". The signature is written in a cursive style with a horizontal line underneath the name.

Andrew Torrance  
Chief Executive

## General Exclusions

This Policy does not cover

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

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

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

Exclusions a. and b. do not apply to the Employers' Liability Section other than in respect of

- i. the liability of any principal
- ii. liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

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

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

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

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

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

In respect of a. above an Act or Terrorism (Terrorism) means:-

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto

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

In respect of b. above an act of Terrorism (Terrorism) means:-

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

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

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

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

- a. loss or destruction of or damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
  - i. programming or operator error whether by **the Insured** or any other person
  - ii. Virus of Similar Mechanism (as defined below)
  - iii. Hacking (as defined below)
  - iv. malicious persons (but this shall not apply to the acts of thieves involving physical force or violence)
  - v. failure of external networksunless, in respect of i., ii. and iii. above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- b. any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a. of this Exclusion unless, in respect of a. i., ii. or iii, above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- c. loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph a. of this Exclusion unless, in respect of loss or damage to other property arising from a. i., ii. or iii. above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- d. loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
  - i. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
  - ii. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d.i. above
  - iii. any misinterpretation, use or misuse of information on computer systems or other records, programs or software unless, in respect of d.ii and iii. above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

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

For the purpose of this Exclusion:

**Computer Equipment**

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

**Virus or Similar Mechanism**

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

**Hacking**

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

## General Conditions

1. **Policy Voidable** (Not applicable to the Directors and Officers Liability Section)

This **Policy** shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular.

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

**The 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 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 Section)

**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 seven (7) working days' notice in writing to **the Insured** sent to their last known address.

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

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

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

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

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

Unless agreed otherwise by **the Insurer**

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

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

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

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

**The 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**.



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

**Subject to Survey**

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

In the event that a survey should show that the risk or any part of it is not satisfactory in the opinion of **the Insurer**, then **the Insurer** reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the **Policy**
- c. leave the premium or terms and conditions unaltered

**The 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**

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

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

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

## Complaints

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

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

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

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

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

Telephone number 01483 552438  
Email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)  
Fax number: 01483 790538

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

## Financial Services Compensation Scheme

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

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

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

## Data Protection Act

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

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

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

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

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

The Database will be managed by the ELTO and further information can be found on the ELTO website [www.elto.org.uk](http://www.elto.org.uk)

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

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

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

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

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

## **Notifying a Claim**

*(Not applicable to Commercial Legal Expenses Section claims)*

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

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

### **Allianz Claims Handling Office Telephone Numbers:**

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

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

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

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

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

### **Allianz addresses for claims correspondence:**

For all claims, other than Engineering claims:

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

For Engineering claims:

Claims Department  
Allianz Engineering  
Haslemere Road  
Liphook  
GU30 7UN

## Legal Expenses Section Claims

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

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

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

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

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

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

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

## Additional Benefits

### 24 Hour Lawphone Legal Advice Helpline

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

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

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

All areas of **Business** law are covered. This advice is available to the **Insured** during the currency of the **Policy**, although no liability can be accepted for inability to provide advice due to breakdown or failure of the telephone network.

This telephone helpline is provided by Allianz Legal Protection, part of Allianz Insurance plc, who may record calls to protect the **Insured**.

### Allianz Legal Online

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

### 24 Hour Glass Replacement

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

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

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

# 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

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

### 5. Discharge of Liability

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

### 6. Declaration Condition

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

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



# Public and Products 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 or 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.

## **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 K - 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 13 of the Data Protection Act 1998 committed during the **Period of Insurance** within the **United Kingdom** and arising in connection with the **Business** provided that **the Insured** is a registered user in accordance with the terms of the Data Protection Act 1998.

**The 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.

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

### **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. Consumer Protection and Food Safety Acts - 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 legal costs and expenses incurred with the written consent of the Insurer in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

a. Part 2 of the Consumer Protection Act 1987

or

b. Section(s) 7, 8, 14, and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the Period of Insurance in connection with the Business

Provided that 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 act or intentional act or omission

c. costs or expenses insured by any other policy.

#### I. 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

#### J. 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

a. under Exclusion 9. a. except as stated therein

b. in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

#### **K. 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**.

#### **L. 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

1. any alteration, repair or servicing work executed
2. any other goods or property sold, supplied, delivered, installed or erected by **the Insured** under a separate contract.

## 9. Products

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

- a. any liability which attaches to **the Insured** solely under the terms of an agreement other than
  - i. under any warranty of goods implied by law
  - ii. under any indemnity clause in any agreement between **the Insured** and any independent carrier in respect of **Injury**, loss or damage caused by **Products** entrusted to such carrier for transit by road, rail or waterway
- b. any **Product** installed or incorporated in any craft designed to travel in or through air or space and which to **the Insured's** knowledge was intended to be installed or incorporated in any such craft
- c. any claim made against **the Insured** in any country outside the European Union in which **the Insured** occupy premises or are represented by any resident **Employee** or holder of **the Insured's** power of attorney.

## 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** other than where provided or performed in connection with any **Product**.

## 11. Contract Works and J.C.T. Clause 6.5.1

liability in respect of loss of or damage to any property

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

## 12. Computer Date Recognition

liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of **the Insured** or not, and whether occurring before, during or after the year 2000, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

- i. correctly to recognise any date as its true calendar date
- ii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

- iii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

**13. Excess**

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



## Section Conditions

### 1. Other Insurances

**The 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

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

### 3. Discharge of Liability

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

### 4. Declaration Condition

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

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



## Accident Section

### Definitions

#### Accidental Bodily Injury

Bodily injury caused by:

- a. accidental violent external and visible means
- b. unavoidable exposure to the elements.

#### Adjustment Information

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

#### Aircraft Accumulation Limit

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

#### Annual Salary

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

#### Associated Illness

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

#### Benefit

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

#### Business Trip

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

#### Capital Sum Benefit

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

#### Clause

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

#### Contamination

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

#### Death

Death caused by **Accidental Bodily Injury**.

### **Declared Travel Pattern**

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

### **Directors**

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

### **Employee**

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

### **Europe**

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

### **Event Accumulation Limit**

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

### **Excess Period**

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

### **First Aid Expenses**

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

### **Hospital**

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

### **Hospitalisation**

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

### **Insured Person**

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

### **Insured Trip**

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

and

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

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

### **Loss(es)**

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

### **Loss of Hearing**

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

### **Loss of Internal Organ**

Total and permanent:

- a. loss by removal
- or
- b. effective loss of use  
of one lung or kidney, the spleen or liver

### **Loss of Limb**

Total and permanent loss:

- a. by physical separation
- or
- b. of use  
of a hand, at or above the wrist or a foot, at or above the ankle.

### **Loss of Sight**

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

- a. in both eyes if the **Insured Person's** name has been added to the Register of Blind Persons maintained by the government on the authority of a fully qualified ophthalmic specialist
- or
- b. in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

### **Loss of Speech**

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

### **Maximum Benefit**

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

### **Maximum Payment Period**

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

### **Non-scheduled Air Accumulation Limit**

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

### **Operative Times of Cover**

The time and circumstances as defined below and as shown in the **Schedule**:

#### **A. 24 Hours**

At any time

#### **B. Business Travel outside the United Kingdom**

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

#### **C. Business Travel in the United Kingdom**

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

#### D. Travel in the United Kingdom

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

#### E. Travel outside the United Kingdom

On a **Business Trip** for **Insured Persons** and **Insured Trip** for **Directors of the Insured** outside the **United Kingdom** or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom** whichever is last, until return to place of residence or place of work in the **United Kingdom** whichever is first.

Any period of holiday for an **Insured Person** which is purely ancillary to the **Business Trip** shall be deemed included within the period of the **Business Trip** provided that it is otherwise within the period set out above.

#### F. All Travel in the United Kingdom

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

#### G. All Travel outside the United Kingdom

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

#### H. Occupational

a. While an **Insured Person** is carrying out their occupational duties for **the Insured** or while travelling between:

- i. the **Insured Person's** place of residence and place of work
- ii. places of work

where the travel is at the expense of **the Insured**.

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

#### I. Occupational including Commuting

a. While an **Insured Person** is carrying out their occupational duties for **the Insured** or while travelling between:

- i. place of residence and place of work
- ii. places of work where the travel is at the expense of **the Insured**.

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

#### J. Away from premises

While an **Insured Person** is:

- carrying out their occupational duties and is not on **the Insured's** premises
- travelling between places of work where the travel is at the expense of **the Insured**.

#### K. Assault

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

#### L. Motor Vehicle Travel

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

## Permanent Total Disablement

Any permanent disablement other than

- a. **Loss of Sight**
- b. **Loss of Hearing**
- c. **Loss of Limb**
- d. **Loss of Internal Organ**
- e. **Loss of Speech**

which, having lasted without interruption for at least 12 months, has no reasonable prospect of improving and, in the opinion of an independent qualified medical referee acceptable to **the Insurer**, will in all probability permanently, completely and continuously prevent the **Insured Person** from engaging in or giving attention to :-

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

for the remainder of their life.

## Permanent Total Disablement (Continental Scale)

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

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

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

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

### **Permanent Partial Disablement**

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

### **Scale(s) of Compensation**

The scale of **Benefits** as shown in the Accident **Section** of the **Schedule**.

### **Scheduled Air Transport**

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

### **Sickness**

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

### **Spouse**

The

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

### **Temporary Partial Disablement**

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

### **Temporary Total Disablement**

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

### **Terrorism**

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

### **Usual Occupation**

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

### **Visitors**

Persons who are not:-

- a. **Employees** of **the Insured**
  - b. emergency services personnel
  - c. work experience placements under government funded training programmes
- but who are lawfully visiting **the Insured's** premises.

### **War**

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



**Weekly Benefit**

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

**Weekly Wage**

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

## Part 1 Accident

### Cover

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

- a. **Death**
  - b. **Permanent Total Disablement**
  - c. **Permanent Partial Disablement**
  - d. **Temporary Total Disablement**
  - e. **Temporary Partial Disablement**
- of an **Insured Person**

### Extensions of Cover

#### 1. Rehabilitation and Retraining Expenses

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

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

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

#### 2. Visitors' Benefit

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

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

#### 3. Hospitalisation Benefit

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

##### In-Patient Benefit

- a. £50 for each continuous 24-hour period that the **Insured Person** spends in **Hospital** as an in-patient.

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

##### Convalescence Benefit

- b. £50 for each continuous 24-hour period of convalescence during which the **Insured Person** is confined to their home or a registered nursing home on the recommendation of an appropriate doctor attached to the **Hospital** after discharge following a period of **Hospitalisation**.

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

#### 4. Training Placements' Benefit

Unless otherwise included as an **Insured Person** or **Visitor** this **Section** extends to include:

- a. work experience placements
- b. trainees

under government funded training programmes in respect of **Accidental Bodily Injury** resulting in **Death, Permanent Total Disablement** or **Permanent Partial Disablement**.

The amount payable is £25,000 in respect of any one such person.

#### 5. Age Enhancement Benefit

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

#### 6. Assault Injury Enhanced Benefit

If an **Insured Person** sustains **Accidental Bodily Injury** as a direct result of a malicious, unprovoked, physical assault whilst acting in connection with the **Business** of the **Insured** which causes **Death, Permanent Total Disablement** or **Permanent Partial Disablement**, the **Insurer** will pay the **Insured** an additional **Benefit** equivalent to 10% of the Capital Sum **Benefit** amount shown in the **Schedule** for the **Insured Person**.

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

#### 7. Temporary Replacement Staff Costs

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

#### 8. First Aid Expenses

The **Insurer** will pay for **First Aid Expenses** incurred in the **Insured Person's** country of residence up to:

- a. 15% of any amount paid by the **Insurer** under **Benefits** 1 to 7

or

- b. 30% of any amount paid by the **Insurer** under **Benefits** 8 and 9

subject to a maximum total amount of £15,000 in respect of any one **Insured Person**.

#### 9. Legal Advice

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

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

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

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

## Policyholder Helplines

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

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

### Employee Assistance

**Tel 01455 895070**

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

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

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

### Medical Advice Line

**Tel 0208 763 4808**

The medical advice helpline can provide advice and information on a wide range of issues from:

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

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

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

## Exclusions

The Insurer will not pay for:

1. any claim arising out of or consequent upon or contributed to directly or indirectly by:-
  - A. any **Insured Person** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind.
  - B. the **Insured Person**
    - a. taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for the **Insured Person's** own drug addiction or alcoholism
    - b. serving in the Armed Forces of any Nation or International Authority
    - c. committing suicide, attempted suicide or intentional self-injury
    - d. participating in off-piste winter sports
    - e. engaging in air travel as aircraft crew of any kind or carrying out any trade or technical operation whilst an aircraft is in flight.
  - C. **War** (whether declared or not):
    - a. between any of the Major Powers (specifically China, France, the **United Kingdom**, any of the former member states of the Soviet Union and the United States of America) and/or
    - b. within **Europe** in which any of such Major Powers or their armed forces are involved or any enforcement action within **Europe** by or on behalf of the United Nations.
  - D. ionising radiations radioactive contamination or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - E. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) and or any mutual derivative or variations however caused.
2. **Losses** arising directly or indirectly out of **Contamination** due to any act of **Terrorism** regardless of any other cause or any other event contributing at the same time or in any other sequence to such event.  
If the **Insurer** alleges that by reason of this exclusion any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the **Insured** or **Insured Person**, as applicable.
3. any **Loss** arising from travel to Afghanistan, Iraq, Ivory Coast, Somalia or Chechnya unless agreed in writing by the **Insurer**.
4. any claim in excess of £25,000,000 irrespective of any amount shown elsewhere in the **Schedule**.
5. any claim in respect of:-
  - a. any **Benefit** during the **Excess Period**
  - b. sickness or disease (with the exception of **Associated Illness**)
6. any claim in respect of any **Insured Person** aged 75 or over at the commencement of the **Period of Insurance** unless otherwise agreed by the **Insurer**.

## Conditions

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

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

### 1. Duty of Disclosure

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

### 2. Payment of Premium

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

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

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

### 3. Assignment

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

### 4. Change in Risk

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

### 5. The Insurer's right to cancel this Section

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

### 6. Cancellation - War Risks

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

### 7. Adjustment of premium

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

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

## 8. Benefit Limits

- a. **The Insurer** will not pay more than the **Maximum Benefitor Sum Insured** as specified in the **Scale(s) of Compensation** in the **Schedule** for any one **Insured Person**.
- b. The **Maximum Benefit** payable in respect of **Death** of an **Insured Person** under 16 years of age or under 18 years of age and in full time education shall not exceed £10,000 or the **Benefit** stated in the **Scale(s) of Compensation** in the **Schedule** whichever is the lower.
- c. The maximum **Weekly Benefit** payable for
  - **Temporary Total Disablement** will not exceed 100%
  - **Temporary Partial Disablement** will not exceed 50% of the **Insured Person's** normal **Weekly Wage**.

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

**The Insurer** shall be entitled to

- i. a return of any such claims payments in excess of the limits stated within a reasonable timescale and/or
  - ii. reduce any further payments due until the claim payment in excess of the limits stated is offset.
- d. Payment by **the Insurer** to **the Insured** of any **Weekly Benefit** does not prejudice **the Insured's** entitlement to any other **Benefit** but payment of **Weekly Benefits** will cease if **the Insurer** pays any of the **Capital Sum Benefits** and **the Insurer** will not be liable to pay any further **Benefits** in respect of the same **Insured Person** for the same **Loss**.
  - e. Payment by **the Insurer** to **the Insured** for any incomplete working week will be calculated as a proportion of the **Weekly Benefit** equivalent to the number of days of disablement compared to the number of days which **the Insured** normally pays the **Insured Person** to work in a normal week.
  - f. **The Insurer** will not pay more than one of the **Benefits** 1 to 7 as shown in the **Scale(s) of Compensation** in respect of any one **Insured Person** for injuries arising from the same **Loss**.
  - g. **The Insurer** will not pay more than one of the **Benefits** 8 and 9 as shown in **Scale(s) of Compensation** for an accident arising from separate originating **Losses** concurrently.

## 9. Disappearance

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

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

## 10. Claims Conditions

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

- a. **The Insured or Insured Person** must give notice to **the Insurer** as soon as possible and in any event within 30 days after the happening of any loss damage or occurrence which may result in a claim.
- b. **The Insured or Insured Person** must provide **the Insurer** with all information and evidence which **the Insurer** may reasonably require at no cost to **the Insurer**.
- c. **The Insured or Insured Person** must at **the Insurer's** request provide a medical examination report in respect of any **Accidental Bodily Injury** where **the Insured or Insured Person** requires **the Insurer** to consider a claim. **The Insurer** will pay the cost of the medical examination fee.
- d. **The Insured** must ensure that as soon as possible after the occurrence of any **Accidental Bodily Injury** the **Insured Person** obtains and follows the advice of a registered medical practitioner.

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

## 11. Accumulation Limits

Where the total of all individual claims exceed the

- i. **Aircraft Accumulation Limit**
- ii. **Event Accumulation Limit**
- iii. **Non-scheduled Air Accumulation Limit**
- iv. **Contamination by Terrorism Accumulation Limit**

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



## Commercial 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 or Codes of Practice, enforceable within the **Territorial Limits**.

#### Adjudication

Adjudication whether arising under the Housing Grant Construction and Regeneration Act 1996 or the Scheme or an adjudication arising out of any term in a **Contract**.

#### Any One Claim

All **Claims** including any appeal against a judgment or decision arising out of the same original cause event or circumstance without the intervention of any other cause starting from a new and independent source will be regarded as one claim.

#### Awards of Compensation

**Basic Awards** and **Compensatory Awards** made against the **Insured** by an Employment Tribunal, Employment Appeal Tribunal or Superior Court, or settlements agreed as a result of negotiation, conciliation or arbitration proceedings and to which the **Insurer's** previous consent has been given, other than:

- a any awards of compensation against the **Insured** for a redundancy payment or monies due under a contract of employment, or
- b any award arising from a failure by the **Insured** to provide written reasons for dismissal, or
- c any award or pay specified in a reinstatement or re-engagement order, or
- d any financial benefit or compensation payable under any share option scheme or pension scheme.

#### Basic Awards

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

#### Claim

##### Cover Event 1 Employment

An application to an Employment Tribunal brought by or on behalf of any **Employee** against the **Insured** for monetary damages or other relief, including a request for reinstatement or re-engagement. The circumstances that give rise to a **Claim** will begin immediately the **Insured** first receives an **Employee's** Claim Form (ET1) from an Employment Tribunal.

##### Cover Event 2 Taxation Proceedings

The circumstances that give rise to a **Claim** will begin immediately the **Insured** or the **Insured's** accountant first receives written notification from:

- a HM Revenue & Customs expressing dissatisfaction with the **Insured's** tax affairs, or
- b HM Revenue & Customs with an assessment or written decision or notice of civil penalty in respect of VAT.

#### Cover Event 3 Criminal Prosecution Defence

A criminal prosecution brought against the **Insured Person**. The circumstances that give rise to a **Claim** will begin immediately proceedings are issued against the **Insured Person**.

#### Cover Event 4 Damage to Premises

A civil proceeding (including an application for injunctive or non-pecuniary relief, third party action, or counterclaim) brought by the **Insured** for the pursuit of monetary damages or other relief. The circumstances that give rise to a **Claim** will begin immediately the **Insured** first sends written notice to another party that it is the **Insured's** intention to hold that other party responsible for actual physical damage to the **Insured's Premises** resulting in provable financial loss to the **Insured**.

#### Cover Event 5 Data Protection

A civil proceeding brought against the **Insured Person** under Data Protection legislation. The circumstances that give rise to a **Claim** will begin immediately the **Insured Person** first receives:

- a a writ, summons or similar pleading for injunctive or non-pecuniary relief, third party proceeding, or counterclaim, or
- b written notification from the Information Commissioner of a refusal of the **Insured Person's** application for registration or an alteration to the **Insured Person's** registration particulars, or
- c an Enforcement, De-registration or Transfer Prohibition Notice from the Information Commissioner.

#### Cover Event 6 Commercial Tenancy Agreement

A civil proceeding (including an application for injunctive or non-pecuniary relief, third party action, or counterclaim) brought by the **Insured** for the pursuit of monetary damages or other relief. The circumstances that give rise to a **Claim** will begin immediately the **Insured** first sends written notice to another party that it is the **Insured's** intention to hold that other party responsible for a breach of the **Insured's Tenancy Agreement**.

#### Cover Event 7 Licence Protection

An event which results in a hearing in regard to withdrawing, restricting or suspending the **Insured's Business** licence. The circumstances that give rise to a **Claim** will begin immediately the **Insured** first receives notification from the relevant licensing authority of their intention to withdraw, restrict or suspend the **Insured's Business** licence.

#### Cover Event 8 Personal Injury

A civil proceeding brought by the **Insured Person** for monetary damages. The circumstances that give rise to a **Claim** will begin immediately the **Insured Person** suffers death or bodily injury.

#### Cover Event 9 Jury Service Allowance

The circumstances that give rise to a **Claim** for **Jury Service Allowance** will begin immediately the **Insured** first knows, or should have known, that they have suffered proven financial loss as a result of a proprietor, partner, director or **Employee** of the **Insured** having been absent from work as a result of attendance for jury service.

#### Cover Event 10 Contract

A civil proceeding (including an application for injunctive or non-pecuniary relief; third party proceeding, or counterclaim) brought by or against the **Insured** for monetary damages or other relief. The circumstances that give rise to a **Claim** will begin immediately the **Insured**:

- a. first sends written notice to another party to a **Contract** that it is the intention of the **Insured** to hold that other party responsible for any actual or alleged breach of that **Contract**, or
- b. first receives written notice that it is the intention of another party to a **Contract** to hold the **Insured** responsible for any actual or alleged breach of that **Contract**.

### **Compensatory Awards**

**Compensatory Awards** are the amounts awarded at the discretion of an Employment Tribunal, Employment Appeal Tribunal or Superior Court intended to compensate for loss of earnings and benefits. For the avoidance of doubt **Compensatory Awards** do not include Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

### **Contract**

An actual or alleged contract, 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. For the avoidance of doubt a **Contract** does not include any actual or alleged contract with an **Employee**.

### **Data Protection Compensation Awards**

Compensation awarded under the terms of section 13 of the Data Protection Act 1998 against the **Insured** for the holding, loss or unauthorised disclosure of data.

### **Employee**

- 1 any person under a contract of service or apprenticeship with the **Insured**
- 2 any of the following persons whilst working for the **Insured** in connection with the **Business**
  - a any labour master or labour only subcontractor or person supplied by him
  - b any self-employed person providing labour only
  - c any trainee or person undergoing work experience
  - d any voluntary helper
  - e any person who is borrowed by or hired to the **Insured**.

### **Excess**

The amount specified in the Exclusions that the **Insured Person** must first pay in respect of **Any One Claim** under this **Section** before the **Insurer** then becomes liable to make payment under that **Claim**.

### **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**

The payment of up to £100 per day to the **Insured** in respect of an **Insured Person** who is absent from work as a result of his or her attendance for jury service within the **Territorial Limits**, but only in so far as this is not otherwise recoverable from the relevant court and payment of such sum has been made by the **Insured** to the **Insured Person** under any contract of employment. The amount that the **Insurer** will pay is based on:

- a the time the **Insured Person** is off work including the time it takes to travel to and from the court. This will be calculated to the nearest half day assuming that a whole day is eight hours.
- b if the **Insured Person** works full time, the salary or wages for each day equals 1/250th of the **Insured Person's** annual salary or wages.
- c if the **Insured Person** works part time, the salary or wages will be a proportion of the **Insured Person's** weekly salary or wages.

### **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**.

The **Insured** should contact **Lawphone Legal Helpline** on 0870 241 4140.

### **Legal Expenses**

Fees and Expenses

- a 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** 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 costs incurred by other parties, 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** consent.
- c any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the **Legal Representative** in an appeal, at such rates or in such amounts as may be agreed or confirmed by the written consent of the **Insurer**, or in resisting an appeal against the judgment of a relevant court or tribunal, up to such amounts agreed, confirmed or consented to by the **Insurer**.
- 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** in connection with any **Claim** relating to **Taxation Proceedings**, but excluding any tax or VAT or additional tax or VAT or interest and penalties demanded assessed or requested by the relevant authorities.

### **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 agreement of the **Insurer** to act for the **Insured Person** in accordance with the terms of this **Section**.

### **Reasonable Prospects of a Satisfactory Outcome**

**Reasonable Prospects of a Satisfactory Outcome** only exist if:

- a 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 where the likely damages claimed and recovered by or against the **Insured Person** will exceed the **Insured Person's** own likely **Legal Expenses** or
- b any lawyer appointed by the **Insurer** or any other lawyer appointed on behalf of the **Insured Person** would advise a reasonable private paying client to proceed having regard to the prospects of success and taking into account all of the circumstances of the **Claim**.

### **Taxation Proceedings**

HM Revenue & Customs (Full Enquiry)

- a preparation of documents and representation of the **Insured** in respect of a Full Enquiry investigation by HM Revenue & Customs into the **Insured's** tax affairs.
- b preparation of documents and representation of the **Insured** at an HM Revenue & Customs Commissioners Hearing resulting from a Full Enquiry.
- c the conduct of an appeal against a decision of the HM Revenue & Customs Commissioners resulting from a Full Enquiry.

provided that:

- i investigation by HM Revenue & Customs into the **Insured's** tax affairs is notified to the **Insurer** at the time HM Revenue & Customs send a written notification to the **Insured** or the **Insured's** accountant expressing dissatisfaction with the **Insured's** tax affairs.
- ii submission to the relevant authorities of the **Insured's** accounts and related taxation computations have not been or are not unduly delayed.

### **PAYE Investigation**

- a examination at the **Insured's Premises** of PAYE records with which HM Revenue & Customs have expressed dissatisfaction.
- b investigation and preparation prior to negotiation and representation on the **Insured's** behalf.
- c attendance at meetings and negotiations with HM Revenue & Customs on the **Insured's** behalf.
- d representation of the **Insured** at an HM Revenue & Customs Commissioners' Hearing.
- e representation of the **Insured** at an appeal against a decision of the HM Revenue & Customs Commissioners' following a Hearing.

provided that a dispute relating to PAYE regulations is notified to the **Insurer** when, following a PAYE examination, HM Revenue & Customs send a written notification to the **Insured** or the **Insured's** accountant expressing dissatisfaction.

### **VAT Decisions and Penalties**

- a investigation and preparation of documents prior to representation of the **Insured** at a VAT Tribunal or in reaching agreement upon a settlement with HM Revenue & Customs under the local review procedure.
- b preparation of documents and representation of the **Insured** at a VAT Tribunal for the purpose of appealing against an assessment or written decision or civil penalty issued by HM Revenue & Customs.
- c representation of the **Insured** at an appeal against a VAT Tribunal decision.

provided that a VAT assessment or written decision or civil penalty is notified to the **Insurer** at the date at which HM Revenue & Customs send an assessment or written decision or notice of civil penalty to the **Insured** or the **Insured's** accountant in respect of VAT.

### **Self-Assessment Return Investigation (Full Enquiry)**

Preparation of documents and representation of the **Insured** following the issue of a Formal Notice under Section 9A of the Taxes Management Act 1970 or Section 12AC of the Taxes Management Act 1970 or S24 (1) Schedule 18 Finance Act 1998 which requires the examination of all the **Business** books or records.

### **Tenancy Agreement**

A contract between the **Insured** and the owner of the **Premises** relating to the occupancy of the **Premises** by the **Insured** in connection with the **Business** and in return for the payment of rent.

### **Territorial Limits-** (Events 1, 2, 3, 4, 5, 6, 7, 9 and 10)

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

### **Territorial Limits-** (Event 8 only)

Any member country of the European Union and Croatia, Iceland, Norway and Switzerland

### **Witness Attendance Allowance**

The payment of up to £100 per day 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, tribunal or arbitration within the **Territorial Limits** at the request of the **Legal Representative** with the **Insurer's** written consent of, but only in so far as this is not otherwise recoverable from the relevant hearing, court, tribunal or arbitration. The amount that the **Insurer** will pay is based on:

- a the time the **Insured Person** is off work including the time it takes to travel to and from the hearing, court, tribunal or arbitration. This will be calculated to the nearest half day assuming that a whole day is eight hours.
- b if the **Insured Person** works full time, the salary or wages for each day equals 1/250th of the **Insured Person's** annual salary or wages.
- c if the **Insured Person** works part time, the salary or wages will be a proportion of the **Insured Person's** weekly salary or wages.

## Limit of Indemnity

The maximum amount the **Insurer** is liable to pay under this **Section** is:

- 1 £100,000 **Any One Claim** other than a **Claim** relating to Event 9: Jury Service Allowance and Event 10 Contract.
- 2 £5,000 **Any One Claim** relating to Event 9: Jury Service Allowance.
- 3 £5,000 **Any One Claim** relating to **Witness Attendance Allowance**.
- 4 £50,000 **Any One Claim** relating to Event 10: Contract.
- 5 £500,000 for all **Claims** which first occurred during the **Period of Insurance**.

(collectively the Limit of Indemnity)

The above amounts are all inclusive of **Legal Expenses**.

## Cover

The **Insurer** agrees to pay up to the Limit of Indemnity and on behalf of the **Insured Person, Legal Expenses, Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance** and **Witness Attendance Allowance** incurred by the **Insured Person** in the pursuit or defence of any **Claim** brought within the **Territorial Limits** and which first occurred during the **Period of Insurance** and falls within the Cover provided by the following Events.

## Events (operative where shown in the Policy Schedule)

### 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**.

Provided that:

- a the **Insured** have issued all necessary documentation to an **Employee** as required by legislation.
- b the **Insured** has consulted with and then followed with due diligence the advice and procedures provided by the **Lawphone Legal Helpline** before making any significant variation to an **Employee's** contract or taking any action which might lead to the giving of a formal warning to, or the dismissal of, an **Employee**.
- c the **Insured** has consulted with the **Lawphone Legal Helpline** immediately the **Insured** knew, or ought reasonably to have known, of any cause event or circumstance which has given or may give rise to a **Claim** involving the **Insured**.
- d the incident giving rise to the **Claim** occurs at least 3 months after the start of the first **Period of Insurance**. This will not apply if the **Insured** had cover which is equivalent to that provided under this **Section** under another legal expenses policy up to the start of the first **Period of Insurance**.

## **2 Taxation Proceedings**

The **Insured** has cover for **Taxation Proceedings**.

Provided that the **Taxation Proceedings** arise out of the **Business**.

## **3 Criminal Prosecution Defence**

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

Provided that the criminal prosecution arises out of the **Business**.

## **4 Damage to Premises**

The **Insured** has cover for the pursuit of the legal rights of the **Insured** in a dispute relating to physical damage to the **Insured's Premises** caused by another person or organisation resulting in proven financial loss to the **Insured**.

Provided that:

- a the **Premises** are used solely for the **Insured's Business**; and
- b the incident giving rise to the **Claim** occurs at least 3 months after the start of the first **Period of Insurance**. This will not apply if the **Insured** had cover which is equivalent to that provided under this **Section** under another legal expenses policy up to the start of the first **Period of Insurance**.

## **5 Data Protection**

The **Insured** has cover for:

- a the defence of the legal rights of the **Insured** in a dispute arising out of the Data Protection Act 1998.
- 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.
- d **Data Protection Compensation Awards**.

## **6 Commercial Tenancy Agreement**

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

## **7 Licence Protection**

The **Insured** has cover for the defence of the **Insured's** legal rights after any event which results in a hearing in regard to withdrawing, restricting or suspending the **Insured's Business** licence.

Provided that the hearing arises out of the **Insured's Business**.

## **8 Personal Injury**

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

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

## **9 Jury Service Allowance**

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

## **10 Contract**

The **Insured** has cover for the pursuit or defence of a dispute with a manufacturer or supplier or customer in respect of a **Contract**.

Provided that:

- a the goods or services in question are supplied in connection with the **Business** of the **Insured**; and
- b the amount in dispute is more than £5,000, other than a dispute where the **Insured** is pursuing a **Claim** in respect of the construction alteration or repair of any building, or part of that building, or structure when the amount in dispute must be more than £25,000.

## Exclusions

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

- 1 In respect of Event 1 - Employment there is no cover for:
  - a an **Excess** of £500 in respect of each **Claim**.
  - b any **Claim** arising as a result of the **Insured's** failure to consult with and then follow with due diligence the advice and procedures provided by the **Lawphone Legal Helpline** before making any significant variation to an **Employee's** contract or taking any action which leads to the giving of a formal warning to, or the dismissal of, an **Employee**.
  - c any dispute with an **Employee** who was subject to either a written or verbal warning (formal or informal) in the 6 months immediately preceding the first **Period of Insurance**.
  - d any breach or alleged breach of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive.
  - e any dispute based upon, arising from or in consequence of any industrial dispute, industrial or labour arbitration or collective bargaining agreements.
  - f any dispute to do with sub-contracting or contracts for services with anyone who is self-employed.
  
- 2 In respect of Event 2 - Taxation Proceedings there is no cover for:
  - a an **Excess** of £500 in respect of each **Claim**.
  - b the technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction with the **Insured's** tax affairs.
  - c the preparation of accounts or self assessment returns.
  - d **Taxation Proceedings** which arise out of deliberate or reckless or careless misstatements by the **Insured** in returns or submissions made to the relevant authorities.
  - e **Taxation Proceedings** which arise out of a failure to make accurate, truthful and up to date submissions of returns.
  - f **Taxation Proceedings** which arise out of a failure to observe statutory time limits or requirements.
  - g **Taxation Proceedings** which arise solely from an investigation of earlier accounts or records.
  - h the defence of any criminal prosecution.
  - i any matter handled by the National Investigation Service of HM Revenue & Customs or an enquiry by HM Revenue & Customs under S60 VAT Act 1994.
  - j any matter handled by the Special Compliance Office of HM Revenue & Customs or the Special Investigations Section of HM Revenue & Customs.
  - k any Aspect enquiry by HM Revenue & Customs.
  - l any IR 35 enquiry by HM Revenue & Customs.
  
- 3 In respect of Event 3 - Criminal Prosecution Defence there is no cover for:
  - a an **Excess** of £100 in respect of each **Claim**.
  - b the defence of a prosecution in respect of, or related to, any actual or alleged fraud or theft or any forceful or violent act.
  - c the defence of a prosecution which relates to the ownership, possession, hiring or use of aircraft, watercraft, motor vehicles, trailers or caravans.
  - d the defence of a prosecution which relates to **Taxation Proceedings**.
  - e the defence of a prosecution which relates to pollution.



- 4 In respect of Event 4 - Damage to Premises there is no cover for:
- a an **Excess** of £100 in respect of each **Claim**.
  - 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.
  - c any dispute relating to mining or other subsidence or heave.
  - d any dispute relating to rent or service charges, tax, planning or building regulations or decisions.
  - e any dispute relating to the renewal of a lease or **Tenancy Agreement**.
  - f any dispute over the freehold or leasehold or commonhold or title of the **Premises**.
  - g **Adjudication**.
  - h any dispute with Government or local authority departments concerning the imposition of rates or other local taxes.
  - i any dispute relating to the ownership, possession, hiring or use of aircraft, watercraft, motor vehicles, trailers or caravans.
- 5 In respect of Event 5 - Data Protection there is no cover for:
- a an **Excess** of £100 in respect of each **Claim**.
  - b any dispute or legal proceeding which relates to the prosecution of the **Insured** in respect of any actual or alleged fraud or theft.
  - c any dispute or legal proceeding which arises from a failure to register as a Data Controller.
  - d any dispute or legal proceeding which arises from a failure to comply with any legislative requirement concerning the processing of Sensitive Personal Data.
- 6 In respect of Event 6 - Commercial Tenancy Agreement there is no cover for:
- a an **Excess** of £100 in respect of each **Claim**.
  - b any dispute relating to rent or service charges, tax, planning or building regulations or decisions.
  - c any dispute relating to the renewal of a lease or **Tenancy Agreement**.
  - d any dispute over the freehold or leasehold or commonhold or title of the **Premises**.
  - e **Adjudication**.
  - f any dispute with Government or local authority departments concerning the imposition of rates or other local taxes.
- 7 In respect of Event 7 - Licence Protection there is no cover for:
- a an **Excess** of £500 in respect of each **Claim**.
  - b any hearing arising out of a commercial decision by the **Insured**.
  - c the first application for, or the renewal of, the **Insured's** licence
  - d any licence hearing relating to in whole or in part:
    - i owning, driving or using a motor vehicle
    - ii to drug offences
    - iii under age drinking; or
    - iv allegations of sexual or indecent activities.
- 8 In respect of Event 8 - Personal Injury there is no cover for disputes between the **Insured** and the **Insured Person**.
- 9 In respect of Event 10 - Contract there is no cover for:
- a an **Excess** of £500 in respect of each **Claim**
  - b any dispute which occurs within the first three months of the start of the first **Period of Insurance**. This will not apply if the **Insured** had cover which is equivalent to that provided under this **Policy Section** under another legal expenses policy up to the start of the first **Period of Insurance**.
  - c the recovery of money and interest due from another party other than a dispute where the other party has indicated an intention to defend the **Claim** and that party has a realistic chance of defending the **Claim**.

- d 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.
- e 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.
- f 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.
- g any dispute relating to computer hardware, software, systems or services.
- h any arbitration unless wholly in accordance with the Arbitration Act 1996.
- i **Adjudication.**
- j any dispute in respect of tenancy, assignment, bailment, bills of exchange, credit and securities or guarantee.
- k 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.**
- l 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.
- m any dispute relating to the ownership, possession, hiring or use of motor vehicles.
- n any dispute arising out of the amount payable under an insurance policy.

In respect of all Events there is no cover for:

- 10 **Legal Expenses** incurred without the **Insurer's** written consent and **Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance** or **Witness Attendance Allowance** incurred before the **Insurer's** written consent and acceptance of a **Claim.**
- 11 Any **Claim** which does not arise from or relate to the **Business**, other than a **Claim** in respect of **Jury Service Allowance.**
- 12 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.
- 13 Any **Claim** in respect of which the **Insured Person** is entitled to an indemnity or contribution under any other **Section** of this **Policy.**
- 14 Any **Claim** in respect of which the **Insured Person** is entitled to Legal Aid.
- 15 Any cause, event or circumstance occurring prior to or existing at the inception or on or after the renewal of this **Section** and which the **Insured Person** knew, or ought reasonably to have known, may give rise to a **Claim** by or against the **Insured Person.**
- 16 Any **Claim** that the **Insured** fails to notify to the **Insurer** within 6 months of the first occurrence of any cause, event or circumstance that gives rise to the **Claim.**
- 17 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.**
- 18 Any **Claim** made, brought or commenced outside of the **Territorial Limits.**
- 19 Any **Claim** where in the **Insurer's** opinion there are no **Reasonable Prospects of a Satisfactory Outcome.**
- 20 Fines or other penalties imposed by a court, tribunal or regulator.
- 21 Any dispute between the **Insured Person** and the **Insurer.**
- 22 Any dispute between the **Insured Person** and the **Legal Representative** in respect of a **Claim** under this **Section.**
- 23 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.**
- 24 Any **Claim** arising from or relating to the operation of a franchise or distribution agreement.
- 25 Any **Claim** arising from or relating to a shareholding agreement or a partnership agreement or a trust.

- 26 Any **Claim** arising as a result of an allegation of libel or slander.
- 27 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.
- 28 Any **Claim** arising from or relating to an application for judicial review or other challenge to any legislation or proposed legislation.
- 29 Any **Claim** relating to any non-contracting party's right to enforce all or any part of this **Section**. The Contracts (Rights of Third Parties) Act 1999 does not apply to this **Section**.
- 30 Defending the **Insured Person** in any legal proceedings arising from:
- a bodily injury, illness, disease or death, or
  - b loss, destruction or damage to property, or
  - c alleged or actual breach of any duty owed as a director or officer of the **Insured**.
- 31 Any VAT attaching to **Legal Expenses** incurred with the **Insurer's** consent which is recoverable by the **Insured Person** from elsewhere.

## Conditions

If the **Insured Person** does not keep to these conditions the **Insurer** will have the right to withdraw cover for this **Section**, refuse any **Claim** and withdraw from any current **Claim**.

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**. The **Insurer** shall have the right to amend 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 appropriate professional body within the **Territorial Limits**. All the costs of the arbitration shall be met in full by the party against whom the decision is made. If the decision is not clearly made against one party the arbitrator will have the power to apportion costs. If the decision is made in the **Insurer's** favour, the **Insured Person's** costs will not be recoverable under this **Section**.

The decision will be final and binding upon both the **Insured Person** and the **Insurer** and cannot be the subject of an appeal.

#### 3. Due Observance

The due and careful observance and fulfilment of the terms of this **Section** insofar as they relate to anything to be done or complied with by the **Insured Person** or the **Legal Representative** will be a condition precedent to the **Insurer's** liability to provide or to continue to provide Cover under this **Section**.

#### 4. 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.

## 5. Disclosure of the Existence of this Section

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

## 6. 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 **Insurer** is notified in writing by the **Insured Person** by the completion of a claim form immediately the **Insured Person** is, or should have been, aware of any cause, event or circumstance which has given or may give rise to a **Claim** involving the **Insured Person**. 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.

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 the **Insured** must immediately complete a claim form and forward it to the **Insurer**, to arrive no later than 7 days after receipt of the Claim Form (ET1). Response Form (ET3), which should be left blank, must also be sent.

### 2. Consent

It is a condition precedent to the liability of the **Insurer** to provide Cover under this **Section** that consent to incur **Legal Expenses** and accept a **Claim** in respect of **Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance** or **Witness Attendance Allowance** must first be obtained in writing from the **Insurer** ("Consent"). Consent will 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 a **Claim** in respect of **Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance** or **Witness Attendance Allowance** be accepted under this **Section**.

In reaching a decision on whether or not to give Consent, the **Insurer** will seek the opinion of any advisors they feel it is necessary to consult.

The **Insurer** may require the **Insured Person** to obtain an opinion from counsel, at the **Insured Person's** expense, as to the merits of the **Claim**. If such an opinion indicates that there are **Reasonable Prospects of a Satisfactory Outcome** the cost of the opinion will be paid by the **Insurer** within the Limit of Indemnity for that **Claim**.

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** would 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** 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 use best endeavours and take all reasonable measures to minimise the cost and effect of any **Claim** under this **Section**.

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

#### 5. The Insurer's Right to Settle Claim

The **Insurer** shall have the right to take over and conduct in the name of the **Insured Person** any **Claim** at any time and can settle any **Claim** on behalf of the **Insured Person** on such terms as the **Insurer** deems appropriate.

#### 6. Insolvency of the Insured Person

If during the course of any **Claim** to which the **Insurer** has given support, the **Insurer** has the right to withdraw that support immediately if the **Insured Person**;

- a becomes insolvent (or commits an act of insolvency or bankruptcy), 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.

#### 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, 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 further action. The **Insurer** will inform the **Insured Person** and the **Legal Representative** of their decision.

If the **Insurer** requires it, the **Insured Person** will co-operate fully in an appeal against the judgment or decision of a court or tribunal.

#### 8. Legal Proceedings

##### a. Freedom to choose a Legal Representative

At any time before the **Insurer** agrees that legal proceedings need to be issued or defended in respect of any **Claim** for which the **Insurer** has granted Consent, the **Insurer** will choose the **Legal Representative** to act in the name of and on behalf of the **Insured Person**. 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**.

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

In all cases the **Legal Representative** will be appointed in the name of and on behalf of the **Insured Person**.

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 the conduct of the **Insured Person**, the **Legal Representative** reasonably refuses to continue acting for the **Insured Person**, or
- ii the **Insured Person** dismisses the **Legal Representative** without the **Insurer's** agreement.

**b. Disclosures to the Legal Representative**

The **Insured Person** must give the **Legal Representative** all possible help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the **Insured Person's** possession. The **Insured Person** must provide, obtain or execute all documents as necessary 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. Warranties of the Insured Person and Legal Representative in relation to any Claim.**

- i The **Insured Person** and on their behalf the **Legal Representative** warrant that they will 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** and on their behalf the **Legal Representative** warrant that the **Insurer** will be informed in writing as soon as any offer to settle a claim is received or made or an offer of payment into Court is received. The **Insured Person** or the **Legal Representative** warrant that under no circumstances will they enter into any agreement to settle without the **Insurer's** prior written consent. If, in the **Insurer's** opinion, the **Insured Person** unreasonably withholds agreement to settle, Cover under this **Section** will cease immediately. 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** and on their behalf the **Legal Representative** warrant they will report in writing the result of the **Claim** to the **Insurer** when it is finished.

**e. Payment of Legal Representative's Bills**

All bills relating to any **Claim** the **Insured Person** receives from the **Legal Representative** should be forwarded to the **Insurer** without delay. If the **Insurer** requires the **Insured Person** must ask the **Legal Representative** to submit the bill of costs for assessment by the appropriate Law Society or court.

The **Insured Person** is responsible for the payment of all **Legal Expenses**. The **Insurer** may settle these direct if requested by the **Insured Person** to do so.

The payment of some **Legal Expenses** does not imply that all **Legal Expenses** will be paid. The **Insured Person** must not, without the **Insurer's** written consent, enter into any agreement with the **Legal Representative** as to the basis of calculation of **Legal Expenses**.

**f. Instruction of Counsel**

If, during the course of any **Claim** (other than where Claims Process Condition 2 applies), the **Insured Person** or the **Legal Representative** considers it necessary and wishes to instruct counsel, counsel'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** without the **Insurer's** agreement;
- ii co-operates fully with the **Legal Representative** or the **Insurer** in the conduct of the **Claim**;
- iii follows the advice of the **Legal Representative**.

If the **Insured Person** fails to comply with either 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** and will be entitled to reimbursement of all **Legal Expenses** already paid or incurred.

**h. Award of Costs**

Where the **Insured Person** is awarded costs, 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  
Redwood House  
Brotherswood Court  
Great Park Road  
Bradley Stoke  
Bristol  
BS32 4QW  
United Kingdom  
Phone: 0870 243 4340





## Client News

### Employers Liability Tracing Office Information

When a claimant has suffered from an injury or disease caused at work, the process of tracing the Employers Liability insurer for the employer at the specific time the incident occurred has sometimes been problematic. The Employers Liability Tracing Office (ELTO) has been created to identify the relevant insurer quickly and efficiently.

ELTO is an independent industry body whose aim is to assist claimants finding the insurer of their former employer when seeking to claim compensation for a disease / injury caused at work. The relevant information will be stored on a central database which can be searched by interested parties.

The database will be managed by ELTO and further information can be found on the ELTO website [www.elto.org.uk](http://www.elto.org.uk)

Allianz Insurance plc is a voluntary member of ELTO and is committed to providing the relevant EL policy information to the central database.

The majority of information for the database comes from policyholder information we already hold. However, two additional pieces of information are required to improve the prospects of a successful trace:

- The Employers Reference Number (ERN)
- The name(s) and ERN(s) of any subsidiary companies insured under the same policy.

An **ERN** is given to every business that registers with HM Revenue and Customs (HMRC) as an employer. It is a unique set of letters and numbers used to identify a firm. It is commonly referred to on tax forms as the Employer PAYE Reference. In a minority of cases a business may be ERN exempt, where the employer pays **all** their employees below the current PAYE threshold.

A business will have a **subsidiary** if it controls another company, or if the business owns more than half the stock of another company.

If your policy includes Employers Liability cover we will require this additional information from you and your insurance adviser will be collecting it on our behalf.

From April 2011 we will begin to submit the additional details, together with information we already hold, to the database. From April 2012 this will be a regulatory requirement for each policy providing Employers Liability cover.

Should you have any queries please do not hesitate to contact your insurance adviser.

### CNP159

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

Allianz Insurance plc is a member of the Association of British Insurers.

Allianz Insurance plc is authorised and regulated by the Financial Services Authority and this can be checked by visiting the FSA's website at [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting the FSA on 0845 606 1234. Our registration number is 121849.



## Client News - Important Information

### Changes to your policy

The Financial Services Compensation Scheme (FSCS) is the UK's compensation fund of last resort for customers of financial services firms authorised by the Financial Services Authority or previous financial regulators.

The Financial Services Authority has recently announced changes to the Financial Services Compensation Scheme limits which will come into force on 1st January 2010.

Therefore, the Financial Services Compensation Scheme wording within your policy documents is replaced by:

*Financial Services Compensation Scheme*

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

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

*Financial Services Compensation Scheme  
7th Floor, Lloyds Chambers  
Portsoken Street  
London E1 8BN  
Tel: 020 7892 7300  
Fax: 020 7892 7301  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
[www.fscs.org.uk](http://www.fscs.org.uk)*

Please read your revised wording carefully and if there is anything you do not understand, please contact your insurance adviser.

