

Commercial Select

Essential Business Insurance

Your policy overview



Lloyds TSB | for the journey...

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Thank you for choosing Lloyds TSB and their commercial insurer of choice, Allianz Insurance plc.

Introducing Allianz Insurance plc

Allianz Insurance plc is proud to be the chosen provider of commercial insurance for Lloyds TSB customers.

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

Allianz have provided leading insurance solutions in the UK for more than 100 years in an ever changing financial market.

If you need to make a claim you can be confident that you will be working with industry experts and professionally trained staff. They will understand the requirements of your business and apply the most appropriate action towards continued trading and claim settlement.

Should you require any further information please do not hesitate to contact the Essential Business Insurance Centre who will be delighted to help you.

For Customer Service information please ring 0844 893 9560.

Important

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.

Introduction

This document provides an overview of the main policy benefits, terms and conditions only. For full details please refer to the policy document, a copy of which is available on request. The Essential Business Insurance Centre will be pleased to explain the policy cover in more detail.

Please Read the Policy

Please read the policy and the policy schedule carefully and make sure that it meets your needs and that you understand its terms, conditions, limits and exclusions. If you wish to change anything or if there is anything you do not understand please notify the Essential Business Insurance Centre. If you fail to do so your policy may not operate or not operate fully.

What is Commercial Select?

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

Covers Available:

- Property Damage (“All Risks”) or Property Damage (Specified Events)
- Theft
- Business Interruption
- Money, Goods in Transit, and Specified “All Risks”
- Employers Liability, Public Liability or Public and Products Liability
- Fidelity
- Commercial Legal Expenses
Standard Cover (automatically provided where the Commercial Legal Expenses Section is operative)
Commercial Legal Expenses Optional Extension 1
Commercial Legal Expenses Optional Extension 2

Explanation of Cover Available:

Property Damage

Insures your buildings, machinery, fixtures and fittings and your stock.

There are two options of cover:

Option 1 - Commercial All Risks

Specified Events, Theft and Accidental Damage.

Option 2 - Specified Events

Fire, lightning, explosion, aircraft, riot and civil commotion, malicious persons, earthquake, subterranean fire, storm, flood, escape of water from any tank, apparatus or pipe and impact. Theft as a result of someone using force and violence to get into or out of your premises, including any damage they cause.

Business Interruption

Your business will be interrupted and your profit reduced if your buildings or contents are damaged or destroyed by Fire or any of the covers given under Property Damage. You will still have to pay expenses such as wages and extra costs to reduce the interference to your business. This policy insures your financial loss

Basis of cover

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

Gross Revenue is for businesses supplying a service such as sports and social clubs. There are covers available which may be suitable for you.

There are two options of cover:

Option 1 - Commercial All Risks

Option 2 - Specified Events and Theft (Optional)

Theft

Theft as a result of someone using force and violence to get into or out of your premises, including any damage they cause.

Money

Insures your money for accidental loss or theft at your premises during business hours and overnight and whilst you are taking it to and from your bank or post office.

Introduction (continued)

Includes damage to your safe and theft by your employees which you discover within 15 working days. Also covers you and your employees if you are assaulted and injured whilst carrying your money.

Goods in Transit

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

Specified All Risks

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

Public and Products Liability

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

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

You may select the limit of indemnity.

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

You may select the limit of indemnity.

Public and Products Liability – Excess of Loss

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

In addition, some businesses will require high limits due to the nature of their activities, the products they produce or the work or services they undertake. A high limit may be required in order to undertake a specific large scale contract or project and contractual requirements for high limits are commonplace in the contracting trades. Product

manufacturers may also need to consider that the limit of indemnity for Products Liability insurance is normally aggregated and the limit may become exhausted very quickly should the product cause multiple claims.

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

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

Directors and Officers Liability

Directors and Officers Liability insurance provides financial protection and therefore peace of mind for directors in terms of their personal liability when managing their company in their capacity as a director.

Smaller sized businesses can be just as vulnerable to claims as larger companies and as the directors of small private companies are subject to similar duties as listed companies.

Under the 1985 and 1989 Companies Acts directors and officers are exposed to over 200 hundred areas of statutory liability. This means that they can face unlimited personal liability for their actions and decisions on behalf of the company. Other legislation (e.g. Companies Act 2006) has further increased such liabilities.

Where a director or officer is alleged to have committed a wrongful act (any actual or alleged breach of duty, trust, neglect, error or omission) in performance of their duties they are exposed to potential liability.

A directors personal assets may be at risk if they are sued - claims can be brought by anyone with an interest in the affairs of the company: regulators, statutory authorities, shareholders, other directors, employees and in the case of insolvency, creditors, liquidators and administrators.

For small businesses, directors are often the sole or major director or shareholder and most will not have the resource to defend a claim which may put their business in jeopardy. Many directors incorrectly believe that they are protected by the limited liability status of their company.

Designed to meet the needs of small to medium sized UK businesses Allianz is one of the few leading insurers who offer Directors & Officers cover as part of a combined insurance policy.

Employers Liability

Insures your legal liability to pay compensation to employees if they are injured (this means bodily injury, death, disease, illness or shock) whilst working for you. Cover includes your costs and those of your employee.

The policy applies in the United Kingdom and anywhere in the world for employees who live in the United Kingdom and are working temporarily abroad. They must bring any claim in the United Kingdom or any member country of the European Union.

The standard limit of indemnity is £10m, but higher limits may be available on request.

Fidelity Insurance

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

Commercial Legal Expenses

Commercial Legal Expenses Standard cover is automatically provided where the Commercial Legal Expenses Section is operative and includes:

- Legal Expenses cover in respect of legal fees for Criminal Prosecution Defence with a cover limit of £100,000 any one claim
- Lawphone – access to a legal advice helpline to get advice on any commercial legal problem 24 hours a day, 365 days a year
- Allianz Legal Online – access to business support to help you produce legal paperwork in connection with your business.

Commercial Legal Expenses Optional Extension 1

- Standard cover plus Employment, Taxation Proceedings, Damage to Premises, Data Protection, Commercial Tenancy Agreement, Licence Protection, Personal Injury and Jury Service Allowance
- The cover in respect of legal fees has a limit of £100,000 any one claim, other than for Jury Service Allowance where the limit is up to £100 per day and £5,000 any one claim.

Commercial Legal Expenses Optional Extension 2

- Standard cover and Commercial Legal Expenses Optional Extension 1 plus Contract cover
- The legal fees in respect of Contract cover are limited to £50,000 any one claim.

Other Covers

Engineering Insurance & Energy Services

Allianz Insurance plc offers a comprehensive range of Engineering products, including Machinery Damage, Computer, Contract Works, Contractors Plant & Machinery, Hired Plant, Deterioration of Stock and Business Interruption as well as Inspection Services.

Energy Services

The Energy Performance of Buildings Directive was introduced into the UK from January 2006. Its objective is to improve energy efficiency and reduce carbon emissions as part of the Governments' strategy to achieve a sustainable environment.

Under the Energy Performance of Buildings (Certificates and Inspections) Regulations 2007, property owners, operators and managers are required to put in place a programme of energy performance certification and energy inspections for air conditioning units.

Allianz Engineering Energy Services offer a range of services and solutions for compliance with the Energy Performance of Building Regulations through a network of accredited surveyors:

- Energy Performance Certification
- Display Energy Certification
- Air Conditioning (Level 1 & 2) Efficiency Inspection
- Heating Plant (Boiler) Efficiency Inspection
- Energy Audit and report

Please contact the Essential Business Insurance Centre for details of these products and services.

We can also cover you for Commercial Vehicles and Private Cars, and Marine Cargo. The Essential Business Insurance Centre will be pleased to tell you about these.

Covers available – Property Damage

Significant Features and Benefits

Property Damage (“All Risks”)

The cover provides for accidental loss or destruction to property insured, and includes impact by own vehicles, fixed glass and theft. Subsidence cover is also available on request.

Theft cover provides for loss of or damage to property caused by theft or attempted theft involving entry to or exit from a building at the premises caused by forcible and violent means.

Property Damage (Specified Events)

The standard cover available is as follows:

- Fire, lightning, explosion, aircraft, riot, civil commotion, malicious damage, earthquake, subterranean fire
- Storm or flood, escape of water, impact

The following Events can be added if required:

- Sprinkler leakage
- Accidental damage
- Subsidence

Standard cover includes the following:

- Contents - cover includes computer records, money up to £1,000, personal effects of employees and directors up to £500.
- Inflation Provision - sums insured are index linked. Alternatively you may select the Day One Reinstatement basis of settlement.
- Services - cover provided for damage to services including telephone, gas, water and electricity instruments, piping, cabling etc.
- Alterations and Additions - limit up to £500,000.
- Locks and Keys - covers the cost of replacing locks and keys limit £1,000 any one claim.
- Metered Water - covers charges incurred as a consequence of damage up to £25,000 any one claim.
- Exhibitions - covers property whilst at any exhibition up to £25,000 any one exhibition.
- Trace and Access - covers the cost of locating the source of escape of water or fuel oil from any tank, apparatus or pipe and subsequent making good of damage up to £10,000 any one claim.
- Landscaped Grounds - covers the cost, up to £25,000 of restoring landscaped grounds to their original appearance following damage at the premises.
- Terrorism - cover can be extended for an additional charge. For further information contact the Essential Business Insurance Centre.

Significant Exclusions or Limitations (variable upon cover options)

- explosion due to bursting of non domestic steam boilers, or other steam apparatus
- malicious damage, freezing or escape of water in any unoccupied building
- theft or theft damage not involving forcible and violent entry to or exit from the premises, or from open sided or temporary buildings or involving any partner, director, or employee
- theft, storm, tempest or flood to fences and gates and movable property in the open
- acts of fraud or dishonesty by any partner, director, or employee
- disappearance, unexplained or inventory shortage or filing or misfiling of information
- frost, wear and tear, gradual deterioration, inherent vice, latent defect
- rot, mildew, rust, corrosion, insects, woodworm, vermin
- dyeing, cleaning, repair, renovation, marring or scratching
- attributable to changes in water table level
- electrical or mechanical breakdown, failure or derangement
- faulty or defective design workmanship or materials
- changes in temperature, dampness, dryness, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish
- damage to any property resulting from its undergoing any process
- operational error or omission by you or any employee
- damage due to pollution or contamination
- property in transit
- subsidence, ground heave or landslide
- the excess - please refer to your policy schedule

Subsidence - Optional Cover

- If selected subsidence cover will exclude:
 - damage to surfaced areas, walls, gates and fences, and various specified items unless the building is also damaged
 - the settlement or movement of made up ground
 - coastal or river erosion
 - defective design or workmanship or the use of defective materials
 - damage which commenced prior to inception of this cover
 - damage as a result of demolition, excavation or other building work
 - a minimum excess of £1,000

Significant Features and Benefits

Automatic Reinstatement

Sums insured will not be reduced by the amount of any claim unless we advise you otherwise. This extension will be subject to payment of an additional premium in the event of a claim, and we may require you to implement risk reduction measures.

European Union & Public Authorities

Cover includes the cost of complying with European Union & Public Authorities requirements.

Removal of Debris

Cover includes the necessary and reasonable costs of removing debris following a loss, including the cost of cleaning, clearing or repairing of drains, sewers gutters.

Professional Fees

Cover includes the cost of architect's, surveyor's, managing agent's, legal and consulting engineer's professional fees incurred following a loss.

Index Linking

The sum insured will be adjusted to take into account inflation, and will be automatically increased at each renewal date.

Significant Exclusions or Limitations (variable upon cover options)

Conditions - Unoccupied Buildings

Unoccupied buildings are not insured unless they are notified to us and specific precautions are taken to inspect and protect the property as specified in the policy.

Theft Cover - Conditions

You must ensure that the premises are kept secure and in a good state of repair. Whenever the premises are closed for business all keys including duplicate keys must be removed from the premises.

Intruder Alarm Condition

If your premises are protected by an Intruder Alarm Installation certain important conditions relating to the operation of such system will apply.

Business Interruption and Book Debts

Significant Features and Benefits

Cover options are as outlined under the Property Damage Section - "All Risks" or Specified Events.

Basis of settlement available:

- Gross Profit or Estimated Gross Profit
- Gross Rent or Estimated Gross Rent
- Gross Revenue or Estimated Gross Revenue
- Income or Estimated Income
- Gross Fees or Estimated Gross Fees
- Additional Cost of Working
- Estimated Gross Profit - provides a limit of liability of 133.33% of the estimated gross profit giving inflation protection.

The following extensions can be added to if required:

- Suppliers - provides for a limit up to £100,000 at unnamed suppliers premises.
- Customers - provides for a limit up to £100,000 at unnamed customers premises.
- Contract Sites - provides a limit up to £100,000 for any one location.
- Property Stored - provides a limit up to £100,000 for property stored.
- Transit - provides a limit up to £100,000 for property whilst in transit.
- Supply Undertakings - provides cover arising from damage at the premises of electricity, gas, water or telecommunications services.
- Denial of Access - provides cover should property in the vicinity of the premises be damaged and access is prevented or hindered.
- Book Debts - provides cover, up to a limit of £250,000, for outstanding debit balances.
- Terrorism - cover can be extended for an additional charge. For further information contact the Essential Business Insurance Centre.

Significant Exclusions or Limitations

- exclusions as shown under the Material Damage section, except explosion of a steam boiler or economiser which is covered
- the deliberate act of a supply undertaking of water, gas, electricity, fuel or telecommunications services is excluded
- erasure, loss, distortion or corruption of information on computer systems or other records, programs or software are excluded.

Material Damage Requirement

- Liability must have been admitted under the Property Damage insurance for there to be a Business Interruption claim

Conditions - Estimated Gross Profit

- A declaration of the Gross Profit actually earned must be made to us within 6 months after each period of insurance

Conditions - Book Debts

- Monthly records must be kept and a copy stored away from your premises

Theft

Significant Features and Benefits

Cover provides for loss of or damage to property caused by theft or attempted theft.

Cover includes:

- Contents - includes computer records up to £25,000 and personal effects of employees, directors and visitors up to £500.
- Inflation Provisions - sums insured are index linked. Alternatively you may select the Day One Reinstatement basis of settlement.
- Average (Underinsurance) - if at the time of loss the sum insured is inadequate a proportion of the loss is payable by the Insured.
- Alterations and Additions - limit up to £500,000.
- Customers Goods - where responsibility is accepted for customers goods they will be covered as stock, unless they are more specifically insured.
- Locks and Keys - covers the cost of replacing locks and keys if keys are stolen using force, up to an amount of £1,000 any one claim.
- Damage to the Premises.

Significant Exclusions or Limitations

- theft or theft damage not involving forcible and violent entry to or exit from the premises, or from open sided or temporary buildings or involving any partner, director, or employee
- acts of fraud or dishonesty by any partner, director, or employee
- disappearance, unexplained or inventory shortage or filing or misfiling of information
- consequential loss or damage
- the excess - please refer to your policy schedule

Conditions

You must ensure that the premises are kept secure and in a good state of repair. Whenever the premises are closed for business all keys including duplicate keys must be removed from the premises.

Intruder Alarm Condition

If your premises are protected by an Intruder Alarm Installation certain important conditions relating to the operation of such system will apply.

Money

Significant Features and Benefits

Standard Cover includes the following:

- Safes and Strong rooms - provides cover for loss or damage as a result of theft or attempted theft of or to safes, strong rooms (£10,000 limit), bags, containers (its value at the time of loss), clothing and personal effects (£500 limit any one person) belonging to you or any partner or employee following assault or violence.
- Personal Assault Extension - provides compensation in the event of an insured person being injured as a direct result of theft or attempted theft of money involving assault or violence or the threat of assault or violence. The benefits are as follows:

a) Death	£25,000
b) Loss of one or more limbs and/or sight of one or both eyes	£25,000
c) Permanent Total Disablement	£25,000
d) Temporary Total Disablement	
- per week (maximum 104 weeks)	£100
e) Temporary Partial Disablement	
- per week (maximum 104 weeks)	£50

Significant Exclusions or Limitations

- loss due to the dishonesty of any partner, director or employee, not discovered within 15 days of its happening
- damage to any machine that uses coins, notes or tokens
- loss from any unattended vehicle
- shortage due to error or omission
- loss insured or insurable under a Fidelity policy
- the excess - please refer to your policy schedule

Conditions

- Whenever the premises are closed for business the safe keys must be removed from the premises.
- Money in transit must be accompanied as specified in the policy.

Own Goods in Transit

Significant Features and Benefits

Standard cover includes the following:

- Clothing and Personal Effects - provides cover for loss or damage to clothing and personal effects, up to a limit of £500 per person.
- Sheets and Ropes - cover includes sheets, ropes, packing materials and the like.
- Substitute Vehicles - provides for cover on a substituted vehicle whilst own vehicle is undergoing service or repair.
- Transhipment and Debris Removal - includes transhipment and recovery of goods following collision or overturning of the vehicle and removal of debris.

Significant Exclusions or Limitations

- loss or damage due to:
 - depreciation, contamination or deterioration unless caused by accident to the vehicle
 - inherent vice, leakage or loss in weight or volume
 - bruising, scratching, chipping, denting, rust, oxidation or discolouration
 - default in packing or addressing of any parcel or package
 - pollution or contamination
 - delay or loss of market or consequential loss of any kind
- theft from any vehicle left unattended, unless the vehicle has all points of access closed and secured by all the locks and other protections fitted and all the keys are removed
- jewellery, precious stones or metals, bullion, furs, works of art, livestock, watches, money, securities, stamps, documents, manuscripts, business books, plans or designs, livestock or your own machinery or plant
- the excess - please refer to your policy schedule

Conditions

- You must take all reasonable care in the selection of honest and competent employees, and maintain vehicles in a roadworthy condition.

Specified All Risks

Significant Features and Benefits

The cover provides for accidental loss or destruction of or damage to specified items within the Territorial Limits of the UK, EU or world-wide.

The maximum amount payable for any one claim is:

- the total sum insured or
- for each item its individual sum insured at the time of damage.

Significant Exclusions or Limitations

- loss due to any person obtaining any property by deception
- frost, wear and tear, gradual deterioration, inherent defect
- rot, mildew, rust, corrosion, insects, woodworm, vermin
- dyeing, cleaning, repair, renovation, marring or scratching
- electronic, electrical or mechanical breakdown, failure or derangement
- faulty manipulation, design, plan, specification or materials
- pollution or contamination
- consequential loss or market depreciation
- loss or damage outside of the territorial limits - see your policy schedule
- the excess - please refer to your policy schedule

Public and Products Liability

Significant Features and Benefits

Limit of Indemnity - as selected by you up to £5m. The amount relates to:

- One claim or series of claims arising out of one occurrence
- All claims any one period of insurance arising out of products supplied
- All claims any one period of insurance for pollution or contamination.

Territorial Limits

- Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- Any other member country of the EU
- Elsewhere in the world for non manual activities of partners, directors or employees normally resident in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands but temporarily on a journey or visit.

Legal and other Costs and Expenses

Cover is provided for the above in connection with the defence of any valid claim, including your representation at any coroner's inquest, fatal accident enquiry or certain criminal proceedings

Health and Safety at Work - Legal Defence Costs

Covers legal defence costs arising out of the Health & Safety at Work Act 1974.

Court Attendance Compensation

Covers attendance as a witness in connection with a claim:

- Director/partner £250 for each days' attendance
- Employee £150 for each days' attendance

Corporate Manslaughter and Homicide

Cover extends to include legal costs and expenses incurred with our consent and costs of the prosecution awarded against you in connection with the defence of any criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 in respect of any fatal injury.

Cover is limited to £5M or the amount stated in the policy schedule whichever is the lower.

Significant Exclusions or Limitations

- injury to any employee
- loss of or damage to property belonging to you or in your charge or control except premises occupied by you for temporary work
- liability for loss or damage to goods sold, supplied, delivered, installed or erected or the cost of recalling or refunding a defective product or replacing, repairing or reinstating faulty work
- liability arising out of ownership, possession or use of any mechanically propelled vehicle or attached trailer where motor insurance is required by law (other than for loading/unloading) or any water craft or aircraft
- liability arising out of error or omission in any advice, design, formula, specification, inspection, certification or testing performed for a fee
- in respect of injury, loss or damage arising from products:
 - liability which attaches solely under the terms of an agreement
 - installed or incorporated in aircraft or spacecraft
 - claims made in any country outside the European Union if you have premises or representation in that country
- injury, loss or damage arising from manual work carried out away from the premises, and undertaken outside of the EU
- loss or damage to contract works undertaken under a contract or liability under JCT Contract Clause 21.2.1
- injury, loss or damage arising from products exported to the USA or Canada
- any liability in respect of pollution or contamination:
 - in the USA or Canada
 - elsewhere unless due to a sudden, identifiable, unintended and unexpected incident
- fines, penalties or liquidated, aggravated, punitive or exemplary damages
- work on an offshore installation or travelling to or from
- **Terrorism**
Cover for acts of Terrorism is limited to £5M or the amount stated in the policy schedule whichever is the lower.
- **Asbestos**
Liability caused by or arising from exposure, inhalation or fear of the consequences of such exposure or inhalation due to asbestos or the costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing asbestos or the presence of asbestos is limited to £5M or the amount stated in the policy schedule whichever is the lower.
- the excess – please refer to your policy schedule.

Liability Excess of Loss Section

Significant Features and Benefits

- Provides an additional limit of indemnity operating in excess of the limit provided by the underlying insurance cover.
- Covers Legal Liability in accordance with the terms of the underlying insurance, provided
 - that the insurers of the underlying insurance have admitted liability or agreed to pay the full amount of the Underlying Limit
 - the underlying insurance is maintained in full during the currency of this cover
- Provides cover should the limit under the underlying insurance be partially or totally exhausted

Significant Exclusions or Limitations (variable upon cover options)

- the terms, conditions and exclusions applying to the underlying insurance
- failure of the insurers of the underlying insurance cover

Claims Notification Condition

Notification to be made where a claims exceeds 50% of the limit applying to the underlying insurance

Directors and Officers Liability

Significant Features and Benefits

Cover that protects you whilst performing your duties as a director or officer. Note that this is a "Claims Made" insurance.

Cover includes:

- Legal Liability and Legal Defence Costs arising from the wrongful act (any actual or alleged breach of duty, trust, neglect, error or omission) of a director
 - that the Insured or your director(s) may be liable to pay
 - the spouse, heir or legal representative of a director may become legally liable for
 - in the event of any action or proceedings brought against a director by the company or another director
- Disqualification Proceedings
- Regulatory proceedings
- Employment Practice proceedings
- Civil Proceedings
- Criminal Proceedings
- Pollution Defence Costs
- Extended Reporting Period
- Automatic Acquisition
- Outside Entity Cover

Significant Exclusions or Limitations (variable upon cover options)

- Acts of war or terrorism
- Asbestos
- Bodily Injury or Property damage
- Claims made outside the Period of Insurance or Extended Reporting Period
- Fraudulent act or personal gain
- Fines, penalties or punitive damages
- Pollution clean up costs
- Professional Services (other than derivative or shareholder class actions)
- Pension Funds
- Pre existing claims, potential claims or proceedings
- Share or security offerings
- Nuclear risks
- Unjustified benefits and remuneration

Employers Liability

Significant Features and Benefits

Limit of Indemnity - Standard £10m (higher limits may be available on request) in respect of any one claim or series of claims arising out of one occurrence.

Territorial Limits

- Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
- Elsewhere in the world for employees resident in these territories but temporarily employed elsewhere.

Legal and other Costs and Expenses

Cover is provided for the above in connection with the defence of any valid claim including your representation at any coroner's inquest, fatal accident enquiry or certain criminal proceedings.

Health and Safety at Work - Legal Defence Costs

Covers legal defence costs arising out of the Health & Safety at Work Act 1974.

Unsatisfied Court Judgements

Covers payment of court judgements obtained by employees against third parties for injury sustained at work, if the judgement remains unsatisfied.

Court Attendance Compensation

Covers attendance as a witness in connection with a claim:

- Director/partner £250 for each days' attendance
- Employee £150 for each days' attendance

Corporate Manslaughter and Homicide

Cover extends to include legal costs and expenses incurred with our consent and costs of the prosecution awarded against you in connection with the defence of any criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 in respect of any fatal injury. Cover is limited to £5M or the amount stated in the policy schedule whichever is the lower.

Significant Exclusions or Limitations

- work on an offshore installation or travelling to or from
- injury to any employee where motor insurance is required by law to be in force

Terrorism

Cover caused by acts of Terrorism is limited to £5M.

Fidelity Insurance

Significant Features and Benefits

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

Employee definition includes temporary agency staff
Cover extends to include the costs of rewriting or amending computer programs following the fraudulent use of computer systems.

Discovery Period 24 Months

Significant Exclusions or Limitations

- losses identified more than 24 months after an employee has left your employment
- losses arising from subsequent acts of fraud or dishonesty by an employee
- loss dependant upon any inventory or profit and loss compilation
- loss of interest, fines, penalties or consequential loss

Conditions

Special conditions governing the required standards and systems of check apply, which must be followed if the cover is to operate.

Commercial Legal Expenses Section

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

Significant Features and Benefits

1 Employment

- Cover up to £100,000 for any one claim in respect of your legal costs to defend your legal rights in a dispute in an Employment Tribunal with a previous, present or prospective Employee and which arises out of or relates to a contract of employment or a breach of employment or discrimination legislation.
- We will also cover Basic and Compensatory awards made against you or through a negotiated settlement with our agreement.

2 Taxation proceedings

- Cover up to £100,000 for any one claim in respect of your legal costs in an appeal against any terms and conditions put on you by HM Revenue and Customs after finishing a Full Enquiry into your most recent business accounts or returns for the following:
 - PAYE tax arrangements
 - Business tax arrangements
 - VAT arrangements

3 Criminal Prosecution Defence

- Cover up to £100,000 for any one claim in respect of your legal costs to defend your legal rights after an event, which arises out of your normal business activities and results in criminal proceedings being brought against you.

4 Damage to Premises

- Cover up to £100,000 for any one claim in respect of your legal costs if legal action is taken in a dispute relating to: Physical damage caused to your business premises resulting in proven financial loss to you.

Significant Exclusions or Limitations

- The first £500 of any one claim.
- Any dispute regarding an Event which happens within the first three months of the date this section starts.
- Claims where you have not sought and followed the advice of the Lawphone Legal Helpline before making any changes to an Employees contract of employment or taking any disciplinary action against an Employee.
- Any dispute with an Employee that you have given a verbal or written warning to in the six months leading up to the date this policy starts.
- Any dispute arising under the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive.
- Any dispute arising from any industrial dispute, industrial or labour arbitration or collective bargaining agreements.

- The first £500 of any one claim.
- Any costs to do with the normal reconciliation of your annual accounts and VAT returns.
- Taxation proceedings which arise out of deliberate or reckless or careless misstatements by the insured in returns or submissions made to the relevant authorities.
- Taxation proceedings which arise out of a failure to observe statutory time limits or requirements.
- The defence of any criminal prosecution
- Any appeal following an Investigation by the Special Compliance Office of HM Revenue and Customs or the Special Investigations Section of HM Revenue and Customs.
- Any Aspect enquiry by HM Revenue and Customs
- Any IR35 by HM Revenue and Customs.

- The first £100 of any one claim.
- The defence of a prosecution relating to:
 - Taxation proceedings;
 - Allegations of fraud, theft or violence;
 - The ownership, possession or use of motor vehicles, aircraft, watercraft, trailers or caravans.
 - Pollution.

- The first £100 of any one claim.
- Disputes relating to mining or other subsidence or heave.
- Disputes relating to rent or service charges, tax, planning or buildings regulations or decisions.
- Disputes arising out of a contract you have with another person or organisation.
- Disputes relating to owning, possessing, hiring or using aircraft, watercraft, motor vehicles, trailers or caravans.

Significant Features and Benefits

5 Data Protection

- Cover up to £100,000 for any one claim in respect of your legal costs to:
 - Defend you in a dispute relating to the Data Protection Act 1998.
 - Appeal against a refusal of an application for registration or alteration of your registered particulars.
 - Appeal against an Enforcement, De-registration or Transfer Prohibition Notice.
 - Pay compensation awards against you relating to the holding, loss or unauthorised disclosure of data under Data Protection legislation.

6 Commercial Tenancy Agreement

- Cover up to £100,000 to pursue your legal rights in a dispute relating to Property that your business occupies.

7 Licence Protection

- Cover up to £100,000 any one claim for defending the withdrawal, restriction or suspension of your business licence.

8 Personal Injury

- Cover up to £100,000 any one claim for taking legal action against another person who causes your death or bodily injury whilst you are engaged in your business.

9 Jury Service Allowance

- Cover up to £5,000 for any one claim in respect of the salary or wages of an employee that you cannot get back from the court if that employee has to go to court for jury service.

10 Contract

- Cover up to £50,000 for any one claim to enable you to take legal action or defend yourself in a dispute with a manufacturer or supplier or customer in respect of a contract for the sale, purchase, hire, service, supply or repair of goods or the supply or purchase of a service. Provided that:
 - a the goods or services in question are supplied in connection with your Business; and
 - b the amount in dispute is more than £5,000, other than a dispute where you are pursuing a claim in respect of the construction alteration or repair of any building, or part of that building, or structure when the amount in dispute must be more than £25,000.

Significant Exclusions or Limitations

- The first £100 of any one claim.
- Any prosecution where you are accused of fraud or theft.
- Any dispute relating to your failure to register as a Data Controller.
- Any dispute relating to your failure to comply with legislation concerning the processing of Sensitive Personal Data.

- The first £100 of any one claim.
- Any disputes over rent or service charges.
- Any dispute relating to the renewal of a lease or tenancy agreements.

- The first £500 of any one claim.
- Hearings arising out of any commercial decision made by you.
- The first application for, or standard renewal of, the licence.
- Anything to do with drug offences, under age drinking or sexual indecency.

- Personal injury disputes between you and any employee(s).

- Limit of £100 per day applies.

- The first £500 in respect of any one claim
- any dispute which occurs within the first three months of the start of the first Period of Insurance. This will not apply if you had cover which is equivalent to that provided under this Section under another legal expenses policy up to the start of the first Period of Insurance.
- 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.
- any dispute where a claim is brought against you caused by or arising from the provision of goods or services relating to the construction, alteration or repair of any building, or part of that building, or structure.
- any dispute relating to computer hardware, software, systems or services.
- 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.

Commercial Legal Expenses Section (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Additional Benefits applicable to all policyholders.</p> <p>Lawphone</p> <ul style="list-style-type: none"> • Access to Lawphone to give advice, 24 hours a day, 365 days a year, on any business legal matter. We may record the calls to protect you. <p>Allianz Legal Online</p> <ul style="list-style-type: none"> • Access to Allianz Legal Online which provides business support to help you produce legal paperwork in connection with your business. 	<ul style="list-style-type: none"> • any dispute relating to your legal right to own, occupy or use any land or building or any benefit or alleged benefit attaching to the land. • any dispute relating to the ownership, possession, hiring or use of motor vehicles. <ul style="list-style-type: none"> • Advice is only available over the telephone. <ul style="list-style-type: none"> • This service is only available on the internet. <p>Section Limit</p> <p>A limit of £500,000 for all claims which first occurred during the Period of Insurance applies under this section.</p> <p>Section Exclusions</p> <ul style="list-style-type: none"> • Legal Expenses incurred without the insurers written consent. • Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance incurred before the Insurers written Consent and acceptance of a Claim. • Claims which do not arise from or relate to the Business, other than Jury Service Allowance. • Claims by the Insured Person in respect of any event occurring prior to or existing at inception or on or after renewal of this Section which they knew, or ought reasonably to have known about. • Claims the Insured fail to notify to the Insurer within 6 months of the first occurrence that gives rise to the claim. • Claims arising out of a deliberate or reckless act by the Insured Person or where they have failed to take reasonable steps to avoid, prevent or limit a loss. • Any Claim where in the insurers opinion there are no Reasonable Prospects of a Satisfactory Outcome. • Fines or other penalties imposed by a court, tribunal or regulator. • Any Claim arising from or relating to an application for judicial review or other challenge to any legislation or proposed legislation. • Any VAT attaching to Legal Expenses incurred with the Insurer's consent which is recoverable by the Insured Person from elsewhere.

Additional Information

Notifying a Claim

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

You should notify
Essential Business Insurance Claims
Allianz Insurance plc
500 Avebury Boulevard
Milton Keynes
MK9 2XX
Tel: 0844 893 9580

- promptly, if an incident occurs that may lead to you making a claim
- immediately, in the event of a serious accident, loss or damage
- please provide your policy number and as much information as possible about the claim

Lines are open Monday to Friday

Commercial Legal Expenses Claims

If you need to make a claim under this section the following claims handling office should be used:

Allianz Legal Protection
Redwood House
Brotherswood Court
Great Park Road
Bradley Stoke
Bristol
BS32 4QW
Tel: 0870 241 4140

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

Additional Information (continued)

How do I make a complaint?

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

Essential Business Insurance Centre
PO Box 2934
Bristol
BS1 9ES

Tel: 0844 893 9590

Email: csm@essentialbusinessinsurance.co.uk

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service.

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

Full details of our complaints procedure will be found in your policy documentation.

Would I receive compensation if Allianz is unable to meet its liabilities?

Allianz 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
www.fscs.org.uk

Policy Limits

Higher limits may be available on request. Please ask the Essential Business Insurance Centre for details.

Law Applicable & Policy Language

Unless agreed otherwise we will apply English Law. The language of the policy and all communications with you will be in English.

Terrorism Cover

In addition to the cover automatically provided, the policy (except for the Legal Expenses section) can be extended to provide Terrorism cover for an additional charge. For further information contact the Essential Business Insurance Centre.

Employers Liability Certificates

The Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular you should be aware of the following:

- **Display of Certificates**

Allianz will provide you with a Certificate of Employers Liability Insurance and this will clearly state the companies covered by the policy. You must display a copy of the certificate at each business premises where your employees can see it easily.

- **Retention of Certificates**

There is now no legal requirement for you to retain copies of expired Certificates of Employers Liability Insurance. However, as certain claims e.g. industrial disease, could be made many years after the disease is caused, it is recommended that a complete record is kept of your Employers Liability insurance history, including the name of the insurer(s), policy number(s) and dates of the relevant policies.

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 consent 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.

We may share your details with other companies within the Lloyds TSB Insurance Services Ltd or 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 to you. If you do not want to know about these products please write to: Customer Satisfaction Manager, Essential Business Insurance Centre, PO Box 2934, Bristol, BS1 9ES 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.

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