

Complete Office

Essential Business Insurance

Your policy wording



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 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

Your Complete Office Policy is made up of several parts which must be read together as they form your contract. Please take time to read all parts of the policy to make sure they meet your needs and that you understand the terms, exclusions and conditions. If you wish to change anything or if there is anything you do not understand, please let the Business Insurance Centre know – adjustments are easily made and we will be pleased to help.

The parts of the Policy are:

- the Statement of Fact or Proposal Form
- this Introduction; the Insuring Clause; the Policy Exclusions and Policy Conditions, all of which apply to all Sections of the Policy
- the Sections of cover provided, including the Conditions and Exclusions
- the Schedule, which confirms the Sections of cover that are insured and which includes any additional clauses applied to the Policy.

Any Section stated to be 'not insured' in the Schedule will not be covered by your Policy.

Any word or expression in the Policy which is given a specific meaning under the Section Definitions has the same meaning wherever it appears in the Policy.

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
www.fscs.org.uk

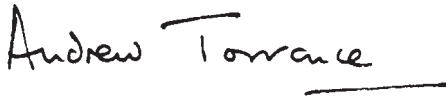
We strive to provide a first-class service. However, if you are in any way dissatisfied, contact the Business Insurance Centre.

Insuring Clause

The Statement of Fact or Proposal Form and any information supplied by or on behalf of the Insured forms the basis of this contract of insurance 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 it) 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

Policy Definitions

The following definitions apply to this Policy (unless amended by Section Definitions) and are denoted by a capital first letter 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 information forming the basis of this contract and that shows the Sections of this Policy selected.

Insurer

Allianz Insurance plc.

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.

Sum Insured

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

Total Sum Insured

The total amount payable by the Insurer under any Section.

Property/Property Insured

Buildings, contents, stock and other items shown and/or described in the Schedule.

Unoccupied

Any Building or part of any Building which is empty or not in use by the Insured or any tenant of the Insured for more than thirty consecutive days.

Damage/Damaged

Loss or destruction of or damage.

Premises

Address as stated in the Schedule.

Policy Conditions

Applicable unless stated to the contrary under the Conditions in the Sections

1 Premium

The premium is to be paid on request.

2 Precautions

The Insured shall keep the Property Insured secure and in a good state of repair, take all reasonable precautions to prevent accidents, injury, loss, destruction and damage, and take all reasonable steps to observe and comply with all statutory or Local Authority laws, obligations and requirements.

3 Minimum Level of Security

This insurance has been granted subject to Security Level 1 or Security Level 2 as detailed in the Policy Schedule.

Security Level 1

The cover provided is subject to the following minimum standards of security.

Loss or damage by theft or attempted theft under the Contents, Buildings and Money and Personal Assault Sections of the Policy are not insured unless the following requirements are met within 30 days of the inception of the Policy. Any alternative methods of securing the Premises must be agreed in writing by Allianz.

The Insured must ensure that these measures are in place, in operation and in full working order whenever the premises are closed for business or left unattended.

Doors (Depending on which of the following door types are present, the following requirements apply);

External doors or internal doors to secure areas;

a Aluminium or plastic framed glazed doors – a cylinder operated mortise deadlock. For double doors, the first closing section must have integral or surface mounted bolts which shoot into the frame at the top and the floor at the bottom of the door. The final closing section must have a cylinder operated mortise deadlock.

b Armoured plate glass doors – door manufacturer's integral locks.

c Timber doors – provided the door thickness is a minimum of 44mm a mortise deadlock to BS 3621 and a boxed steel striking plate at least 175mm long should be fitted. If the door thickness is less than 44mm secure with a deadlocking rim lock to BS 3621. The Insured must put either of these into the deadlock position when the premises are closed for business or unattended.

d Double doors – secure the final closing section with a lock as explained in **c** above and secure the first closing section with bolts at least 175 mm long and having a minimum throw of 20 mm, which shoot into the frame at the top and the floor at the bottom of the door. Or, fit one section with bolts at the top and bottom (as explained above) and both parts of the door with a padlock and locking bar. If the locking bar is on the outside of the door, it must be used with a padlock conforming to BS EN 12320 Security Grade 5. If the locking bar is internal, it must be used with a padlock conforming to BS EN 12320 Security Grade 4. The padlock bar must be of similar strength to the padlock and designed to be used specifically with the padlock, in both cases the padlock bar must be secured to the door with coach bolts.

e Fire exit doors – the relevant enforcing authority must approve any locks on these doors. Allianz must approve any locks or other method of security the Insured agreed following a discussion with the enforcing authority.

f Folding doors – secure alternate folding sections with bolts at top and bottom, as described in **d** above. Dependent upon its construction, the last section must be secured with a lock or with a coach bolted locking bar and padlock as explained in **d** above.

g Sliding doors – coach-bolted locking bar and padlock secured as described in **d** above, or a deadlock with a hook bolt which conforms to BS 3621.

h Wicket Gates – dependent upon its construction (see above) a mortise deadlock or deadlocking cylinder rim-latch to BS 3621 or locking bar and padlock as in **d** above.

- i **Roller Shutters** – for electrically operated roller shutters, Allianz requires the fitting of a key operated isolation switch to the electricity supply to the controls. If this is not fitted then one of the measures for manually operated roller shutters shown below must be installed.

Allianz requires one of the following for manually operated roller shutters:

- key operated “pinson” or “bullet” locks
- secure the chain of the door to the wall bracket by an open shackle padlock
- a bolt fitted to the shutter door internally with the bolt engaging into the door runner and padlocked into position using a padlock conforming to BS EN 12320 Security Grade 4.

Windows

All opening windows in external walls at ground floor and basement levels and any windows, fanlights and skylights in accessible positions i.e. from a flat roof or fire escape on upper levels to have key operated window locks.

Louvred windows to be replaced with either fixed glass, or a normal opening window which can be secured with a window lock used with a key.

Keys

All keys must be removed from locks and kept in a secure place or removed from the Premises. Keys to safes must be removed from the Premises, or if the Insured lives on the Premises, they must be removed to a secure place in the residential part of the Premises.

Computer equipment

Unless agreed otherwise in writing Allianz will require the Insured to fit encasement or entrapment equipment to computers with an individual value of £5,000 and above.

Security Level 2

As Level 1 except:

Windows

All opening windows in external walls at ground floor and basement levels and any windows, fanlights and skylights in accessible positions i.e. from a flat roof or fire escape on upper levels to have:

Either

Security bar frames made from solid steel bars (not tubes). The bars must be at least 19 mm in diameter and not more than 125 mm apart between centres. The bars must pass through (or be welded to) tie bars of flat steel every 600 mm. The tie bars must be at least 6 mm thick and 40 mm wide.

The tie bars must be secured to the wall or roof surrounding the window fanlight or skylight at a minimum of 4 points by expansion bolts (such as ‘Rawlbolts’) of at least M8 size which penetrate the masonry or brickwork by at least 60 mm and set back at least 50 mm from the internal or external face of the wall. If the bars are fixed externally the heads of the bolts must be welded to the tie bars to prevent them being undone.

Or

Fixed or collapsible security grilles approved to LPS 1175 Specification for testing and classifying the burglary resistance of building components, strongpoints and security enclosures.

The Insured must contact Allianz if the bar frames or grilles are not constructed or installed as specified above.

4 Intruder Alarm

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

- a such Intruder Alarm Installation
 - i must not be altered or amended in any way unless such amendment or alteration has been approved in writing by Allianz
 - ii must be maintained under contract with the installers or as otherwise approved in writing by Allianz
- b all keys to the Intruder Alarm Installation must be removed from the Premises when the Premises are unattended
- c the Insured must
 - i maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes shall be left on the Premises when the Premises are unattended
 - ii immediately notify Allianz upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced

Policy Conditions (continued)

- iii appoint at least two (2) keyholders and lodge written details (which must be kept up to date) with the alarm company and the alarm receiving centre
- d in the event of notification of
 - i any alarm fault
 - ii activation of the Intruder Alarm Installation
 - iii interruption of the means to transmit or receive signals to or from the Intruder Alarm Installation during any period that the Intruder Alarm Installation is seta keyholder must attend the Premises as soon as possible
- e the Premises must not be left without at least one Responsible Person in attendance without the agreement of Allianz
 - i unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
 - ii where the police have withdrawn their response to
 - 1 an alarm activation (where the Intruder Alarm Installation does not include confirmed alarm activation technology) and
 - 2 a confirmed alarm activation where the Intruder Alarm Installation includes confirmed alarm activation technology.

For the purposes of this condition the following definitions apply:

'Intruder Alarm Installation' shall include all the component parts of the alarm and include the devices used to transmit or receive signals

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

- 1 is available at all times to
 - i accept notification of faults or alarm signals relating to the Intruder Alarm Installation
 - ii attend and allow access to the Premises
- 2 has been fully trained in the operation of the Intruder Alarm Installation including but not limited to the setting/unsetting of the installation.

'Responsible Person' shall mean a person authorised by the Insured to be responsible for the security of the Premises.

5 Change of Risk

This insurance shall cease to be in force if there is any alteration in the Business or at the Premises which increases the risk of injury, loss, destruction or damage, unless such alteration is agreed in writing by Allianz.

6 Claims (i)

As soon as reasonably possible the Insured shall

- a inform Allianz of any occurrence or notice received which may produce a claim and provide any further details which Allianz may require
- b notify the police of any loss, destruction or damage by theft or attempted theft and within seven (7) days supply them with a full list and description of missing articles.

7 Claims (ii)

Allianz are entitled to enter any building where loss, destruction or damage has happened and to deal with salvage in a reasonable manner. No Property may be abandoned to Allianz.

8 Claims (iii)

If Allianz reinstate or replace any Property, Allianz shall not be bound to do so exactly but only as circumstances permit and in a reasonably sufficient manner and will not expend more than the Sum Insured on that Property.

9 Claims (iv)

Allianz are entitled at their own expense to take proceedings in the Insured's name to recover any payment made under this Policy. When Allianz consider that there are rights of recovery against other parties, the Insured must assist Allianz when reasonably required to do so. The Insured must not make any payment or admission of liability without Allianz's consent and Allianz are entitled to take over and conduct in the Insured's name any negotiations or legal action in connection with a claim under this Policy.

10 Other Insurances

If at the time of any loss, destruction or damage there is any other insurance covering such incidents, Allianz will only pay their rateable proportion of such loss.

11 Cancellation

Insured's Cancellation Rights

The Insured has the right to cancel the cover within a period which begins fourteen (14) days from the commencement of cover or the receipt of Policy documentation, whichever is the later (this period is referred to as the "cooling off period"). The Insured should exercise this right by contacting the Business Insurance Centre.

If the Insured does exercise their right to cancel during the "cooling off period", they will be entitled to a return of premium. Any return of premium will be calculated on a proportionate basis, less £25 to cover operational costs. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due. The Insured will remain liable for any premium balance.

If the Insured does not exercise their right to cancel during the "cooling off period", the Policy premium becomes due, they may not be entitled to a refund of premium and the Policy may run for its full term.

If the "cooling off period" has expired, the Insured may cancel the Policy during the period of insurance by giving fourteen (14) days notice in writing to the Business Insurance Centre. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance they will be entitled to a proportionate return of the premium paid, less £25 to cover operational costs. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

In the event of cancellation the Insured must return to Allianz the current Certificate(s) of Employers Liability Insurance.

Allianz's Cancellation Rights

Allianz may cancel this Policy by giving the Insured fourteen (14) days' notice in writing sent to the Insured's last known address. The Insured will be entitled to a proportionate return of the premium in respect of the unexpired Period of Insurance. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due. The Insured will remain liable for any premium balance.

In the event of cancellation the Insured must return to Allianz the current Certificate(s) of Employers Liability Insurance.

12 Fraud

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, Allianz retains the right to keep the premium and to recover any sums paid by way of benefit under the Policy.

Policy Conditions (continued)

13 Arbitration

If Allianz accepts that there is a claim under this Policy but there is disagreement in respect of the amount to be paid, the disagreement will be referred to an arbitrator appointed in accordance with current statutory provisions. In these circumstances an arbitrator's award must be made before there is any right of action against Allianz.

14 The Statement of Fact or Proposal Form

The Statement of Fact or Proposal Form where applicable for this Policy, made by the Insured, is incorporated herein.

15 Automatic Reinstatement

The Sums Insured by Section 1 Contents and 6 Buildings of this Policy will not be automatically reduced as a result of a claim provided that

- a the aggregate of the amounts so reinstated during any one Period of Insurance shall not exceed the amount of the Sum Insured
- b the Insured shall
 - i take immediate steps to effect such additions to or variations in protections as Allianz may require
 - ii pay the appropriate additional premium.

16 Average

Whenever a Sum Insured is declared to be subject to average, if, at the time of any loss or damage to the Property Insured, the Sum Insured is less than the full value of the property to which it applies, the Insured will be considered to be their own insurer for the difference and will be expected to bear a rateable share of the loss accordingly.

17 Policy Voidable

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

18 Law Applicable to Contract

Unless Allianz agrees otherwise:

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

Policy Exclusions

Applicable unless stated to the contrary under Exclusions in the Sections

This Policy does not cover

1 Geographical Limits

loss, damage, injury or liability arising out of any occurrence outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, except where stated to the contrary.

2 War and Kindred Risks

loss, damage, injury or liability occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3 Radioactive Contamination

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 Section 4 – Liabilities, Event 1 - Employers Liability 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 Section 4 – Liabilities, Event 1 - Employers Liability and Section 4 – Liabilities, Event 2 – Public Liability.

4 Sonic Bangs

loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

5 Northern Ireland

loss or damage and any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of loss or damage or any consequential loss by fire or explosion) strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

6 Pollution or Contamination

loss or destruction or damage caused by or resulting from pollution or contamination except such loss or destruction or damage to the Property Insured or, if applicable, loss resulting from damage to property used by the Insured at the Premises stated in the Complete Office Schedule for the purpose of the Business caused by

- a pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal, always provided that such peril is insured by this Policy.
- b any of the perils listed in **a** above which itself results from pollution or contamination.

7 Changes in Water Table Level

damage attributable solely to changes in the water table level.

8 Heat, Mechanical or Electrical Derangement

loss of or damage to

- a property occasioned by its undergoing any process involving the application of heat
- b any electrical machine or apparatus occasioned by its own overrunning, excessive pressure, short circuiting, mechanical breakdown, failure, derangement or self-heating.

Policy Exclusions (continued)

9 Destruction of Data

loss resulting from erasure or distortion of information on computer systems or other records

- a whilst mounted in or on any machine or data processing apparatus
- b due to the presence of magnetic flux

unless caused by damage to the machine or apparatus in which the records are mounted.

10 Computer Date Exclusion

loss, destruction, damage or liability directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

- a correctly to recognise any date as its true calendar date
- b to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date

but the insurance shall not exclude any subsequent loss, destruction or damage which is not otherwise excluded.

11 E-Risks

- 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 or Similar Mechanism (as defined below)
- iii Hacking (as defined below)
- iv malicious persons
- v failure of external networks

unless, in respect of **i**, **ii** and **iii** above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

- b any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph **a** of this Exclusion unless, in respect of **a i**, **ii** or **iii** above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- c loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph **a** of this Exclusion unless, in respect of loss or damage to other property arising from **a i**, **ii** or **iii** above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- d loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
 - i the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
 - ii the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in **d i** above
 - iii any misinterpretation, use or misuse of information on computer systems or other records, programs or softwareunless, 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 computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property of 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.

12 Terrorism

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

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

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

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

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

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

In any action suit or other proceedings where Allianz 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 force and effect.

Section 1 – Contents

Definitions

1 Premises

That part or parts of the buildings built of brick, stone or concrete and roofed with slate, tile, metal, concrete, asbestos cement sheeting or felt on timber with not more than 10% of the buildings built of combustible material occupied by the Insured solely as Offices or Surgeries at the address or addresses shown in the Complete Office Schedule and used in connection with the Business.

2 Property Insured

Contents – all contents belonging to the Insured or for which they are responsible excluding

- a Computer Equipment
- b landlord's fixtures and fittings and tenant's improvements
- c business books, documents and computer programs and records
- d money and jewellery
- e any amount in excess of
 - i £10,000 for any one article other than fitted carpets
 - ii £10,000 in total for trade samples, goods held in trust or for which the Insured are responsible and trade stock excluding any prescription drugs, medicines and medical supplies
 - iii £1,000 for any one item of glass, china, porcelain, picture or other work of art
 - iv £1,000 for Wines and Spirits
 - v £500 any one claim for camera or survey equipment
 - vi £10,000 in total for prescription drugs and medicines and medical supplies.

Computer Equipment – All computer and ancillary equipment belonging to the Insured or for which they are responsible including associated data carrying materials but excluding programs or information recorded thereon.

Business Records – The cost of research, stationery, clerical labour and computer time in the reproduction of the Insured's books, documents, computer system records and those of others for which the Insured are responsible in connection with the Business at the

Premises or whilst temporarily removed anywhere within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands excluding

- a the value of the information contained therein
- b any amount in excess of £1,000 for any one document, disc or tape
- c any costs that are incurred after 36 months from the date of the loss
- d any amount exceeding 10% of the Sum Insured under this Item whilst temporarily removed
- e theft from any unattended vehicle.

3 Sum Insured

- a Allianz's liability under each item of this Section is limited to the respective Sums Insured shown in the Complete Office Schedule.
- b Index Linking
 - i The Sums Insured will be adjusted each month by the percentage change in the Durable Goods Section of the Retail Price Index (or some other suitable Index decided by Allianz)
 - ii Additional premium will not be charged on such adjustments during the Period of Insurance. The renewal premium will be calculated on the adjusted Sum Insured applying on the last day of the month three (3) months before renewal month
 - iii In the event of insured loss or damage the monthly Index Linking adjustments will continue during the period between the date of the loss or damage and the completion of repair or replacement, provided that the Insured takes all reasonable steps to have the repair or replacement carried out without delay. The period of Index Linking adjustments after loss or damage is limited to one (1) year.

4 Glass

Plain plate, plain sheet, laminated glass and polycarbonate sheeting fixed in windows, doors, fanlights, and rooflights and glass fixed in wall mirrors, shelves, showcases and counter-cases, including lettering fixed to such glass.

5 Sanitaryware

Baths, sinks, lavatory bowls and cisterns, washbasins and pedestals, shower trays and bidets forming permanent fixtures.

Cover

Allianz will indemnify the Insured in respect of

A Loss or damage to the Property Insured by any cause not excluded, occurring during the Period of Insurance.

The amount payable shall be the cost actually incurred of:

- 1 Property other than clothing:
 - a replacement of property totally lost or destroyed, with no deduction for wear and tear or depreciation, provided:
 - 1 the Sum Insured is adequate to pay for replacement of the Property Insured and
 - 2 such replacement is carried out without delay.

If the Property Insured totally lost or destroyed is not replaced or if the Sum Insured is inadequate to pay for the replacement of all the Property Insured, the amount payable shall be the market value of the totally lost or destroyed property.

- b repair of damaged property.

- 2 Clothing:
 - a replacement of articles totally lost or destroyed with deduction for wear and tear or depreciation.
 - b repair of damaged articles.

B Breakage or damage of or to Glass or Sanitaryware at the Premises, occurring during the Period of Insurance.

The amount payable shall be the cost of repair or replacement, without deduction for wear and tear.

Extensions

Cover under this Section includes

1 Temporary Removal

Office Contents whilst temporarily removed to, and whilst in transit between, anywhere within Great Britain, Northern Ireland, Isle of Man or the Channel Islands excluding

- A any amount in excess of 10% of the Sum Insured for Office Contents shown in the Complete Office Schedule
- B any amount in excess of £5,000 any one article
- C theft from any unattended vehicle.

2 Clothing and Personal Effects

Clothing and personal effects belonging to

- a the Insured or their partners, directors or employees whilst involved in the Business anywhere in the world
- b visitors to the Premises excluding
 - i money
 - ii any amount in excess of £1,000 any one person
 - iii the first £50 of each claim and Exclusion 4 shall not apply
 - iv theft from any unattended vehicle.

3 Underground Services

The cost of repairing accidental damage to underground water, gas, oil, sewer and drain pipes and underground electricity, telephone and television cables for which the Insured are responsible as tenant excluding clearance of blockages unless caused by an event insured by this Section.

4 Locks and Keys

The cost of replacement of locks and keys necessary to maintain the security of the Premises following theft of keys by force and violence up to £1,000 any one claim and Exclusion 4 shall not apply.

5 Rent

(Not applicable if Section 6 is operative)

Rent which the Insured are liable to pay following loss or damage which renders the Premises or any part of the Premises unfit for occupation by the Insured but only in respect of the period necessary for reinstatement up to 25% of the Total Sum Insured for Office Contents and Computer Equipment shown in the Complete Office Schedule.

6 Damage to Buildings

(Not applicable if Section 6 is operative)

Damage for which the Insured are responsible caused by thieves to the Premises in connection with theft or attempted theft up to £25,000 any one claim.

7 Document Transmission

The Insured's legal liability for the cost of loss or damage, including claimants' costs and expenses incurred with the written consent of Allianz, arising from the Insured's negligence or omission to send any documents by recorded delivery or registered post up to £2,500 any one claim.

Section 1 – Contents (continued)

8 Boarding Up

The cost of boarding up pending replacement of broken or damaged Glass.

9 Removal of Debris

The cost of removing debris, demolishing, shoring up or propping of the damaged parts of the Property Insured on the site and the area immediately adjacent necessarily incurred with Allianz's consent excluding

- a costs incurred in connection with or on any other property
- b costs arising from pollution or contamination of property not insured by this Section
- c any amount in excess of £5,000 any one claim.

10 Subsidence, Ground Heave and Landslip

Cover under this Section includes loss or Damage to the Property Insured caused by Subsidence or Ground Heave of any part of the site on which the property stands, or Landslip excluding:

- a damage resulting from
 - i the normal settlement or bedding down of new structures
 - ii the settlements or movement of made-up ground
 - iii coastal or river erosion
 - iv defective design or workmanship or the use of defective materials
 - v fire, subterranean fire, explosion, earthquake
 - vi escape of water from any tank, apparatus or pipe
- b damage which commenced prior to the inception of this Section
- c damage occurring as a result of demolition construction structural alteration or repair of any property or groundworks or excavation, all at the same premises
- d the first £1,000 of each loss at each separate premises.

Special Condition – This Extension shall be avoided if the risk is increased by reason of demolition groundworks excavation or construction being carried out on the same or any adjoining site.

Exclusions

The Policy Exclusions of this Policy apply to this Section and in addition it does not cover

- 1 property more specifically insured
- 2 loss or damage caused by or arising from
 - a frost, coastal erosion, settlement, wear and tear
 - b rot, mildew, rust, corrosion
 - c insects, woodworm, vermin
 - d dyeing, cleaning, repair, renovation
 - e faulty manipulation, design, plan, specification or materials
 - f gradual deterioration, market depreciation
 - g any computer virus
- 3 consequential loss of any kind except under Extension 5 Rent
- 4 the first
 - a £200 of each claim
 - b £500 of any claim in respect of loss or damage to property by theft not accompanied by forcible and violent entry to or exit from the Premises
- 5 theft by any employee of the Insured not accompanied by forcible and violent entry to or exit from the Premises
- 6 theft from any unattended vehicle
- 7 derangement of Computer Equipment unaccompanied by damage to such equipment
- 8 destruction of or damage to electrical equipment by short circuiting or overrunning not resulting in fire
- 9 Glass or Sanitaryware that is cracked or broken at the commencement of this insurance until replaced by the Insured
- 10 any superficial scratching or chipping of Glass or Sanitaryware.

Conditions

The Policy Conditions of this Policy apply to this Section.

Section 2 – Money and Personal Assault

Definitions

1 Money

Negotiable and Non-Negotiable Money

2 Non-Negotiable Money

Crossed cheques, crossed postal orders, crossed bankers drafts, National Insurance stamps fixed to cards, National Savings certificates, Premium Bonds, credit sales vouchers or receipts and V.A.T. purchase invoices belonging to the Insured or for which they are responsible.

3 Negotiable Money

Cash, bank and currency notes, uncrossed cheques, uncrossed postal orders, luncheon vouchers, current postage stamps, trading stamps, National Insurance stamps not fixed to cards, Holiday with Pay stamps, National Savings stamps, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to the Insured or for which they are responsible.

4 Money in Transit

Negotiable Money in transit in the personal custody of the Insured or their authorised representatives or in a bank night safe until liability is accepted by the bank.

5 Business Hours

The period during which the Insured or their partners, directors or employees are at the Premises for the purpose of the Business.

6 Insured Person

The Insured and any of their partners, directors or employees aged between 16 and 70 years.

7 Accident

Bodily injury caused by violent external and visible means.

8 Loss of Sight

Total loss of sight of an eye which has lasted three months of the Insured Person's lifetime and is at the end of that period beyond hope of improvement.

9 Loss of Limb

Loss by physical severance or permanent and total loss of use of an entire hand or arm or an entire foot or leg which the Insured Person has survived for at least one month.

10 Permanent Total Disablement

A disablement which permanently, completely and continuously prevents the Insured Person from attending to his usual occupation or any other occupation for which he is fitted by knowledge and training, and which having lasted 104 weeks of the Insured Person's lifetime is at the end of that period beyond hope of improvement.

11 Temporary Total Disablement

A disablement which completely and continuously prevents the Insured Person from attending to their usual occupation.

12 Temporary Partial Disablement

A disablement which continuously prevents the Insured Person from attending to a substantial part of their usual occupation.

Cover

- A Allianz will indemnify the Insured in respect of loss of or damage to Money occurring during the Period of Insurance held in connection with the Business up to the limits shown in the Complete Office Schedule by any cause not excluded.
- B Allianz will indemnify the Insured against loss of or damage to any safe strongroom or franking machine at the Premises as a direct result of theft or attempted theft of Money excluding loss or damage to any automated teller machine up to £10,000 any one claim.
- C Allianz will pay to the Insured the sum or sums set out in the Scale of Compensation if any Insured Person acting in connection with the Business shall
 - 1 sustain an Accident as a direct result of theft or attempted theft
 - 2 suffer emotional stress necessitating professional counselling as a direct result of theft or attempted theft.

Section 2 – Money and Personal Assault (continued)

Scale of Compensation

Item	Amount
1 If any Insured Person shall sustain an Accident resulting directly and independently of any other cause within 12 months in	
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	£100*
e Temporary Partial Disablement	£50*
* per week during such disablement	
2 Cost of cleaning, repairing or replacing lost or damaged clothing or personal effects of the Insured Person up to	£250
3 The cost of professional counselling not exceeding	
a an hourly cost of	£30
b an amount per person of	£1,000
c an amount in aggregate of	£5,000

Limitations

In respect of each Insured Person

- 1 compensation shall not be paid under more than one of the Items **1a**, **1b**, or **1c** of the Scale of Compensation for the consequence of the same Accident
- 2 weekly compensation under Items **1d** and/or **1e** of the Scale of Compensation will not be paid for more than 104 weeks in all in respect of one or more Accidents. Weekly compensation will be paid when the total amount to be paid has been agreed or, if the Insured requests, at the end of each period of 4 consecutive weeks disablement
- 3 compensation shall not be paid unless as soon as possible after an Accident the injured person is placed under the care of a qualified medical practitioner whose advice shall be followed. A post-mortem examination shall be carried out if required by and at Allianz's own expense
- 4 compensation shall not be paid under Items **3a**, **3b** and **3c** of the Scale of Compensation unless such counselling is recommended by a qualified medical practitioner and agreed to by Allianz before costs are incurred.

Exclusions

The Policy Exclusions of this Policy except 9 and 10 apply to this Section and in addition it does not cover

- 1 any loss due to lack of integrity of any of the Insured's employees not discovered within fifteen working days of the occurrence
- 2 any loss covered by or which but for the existence of this Section would be covered by any policy of Fidelity Guarantee, and this Section shall not contribute to such loss except in excess of any amount insured thereunder
- 3 any loss from a machine operated by a coin, note or token
- 4 any loss from any unattended vehicle
- 5 any consequential loss or shortages due to errors or omissions and any depreciation in value
- 6 any loss that results from any business transaction.

Conditions

The Policy Conditions of this Policy except 15 and 16 apply to this Section and in addition

1 Records Condition

The Insured shall keep a proper written record of all Property Insured hereunder and shall allow Allianz at all reasonable times to inspect such records. A proper record shall also be kept of all Money in safe in some place other than in the said safe.

2 Keys Condition

It is a condition precedent to liability in respect of any losses from safes that whenever the Premises is closed for business the key or keys of any safe shall be removed from the Premises or to that part of the Premises where the person responsible for their safety normally resides.

3 Accompaniment Condition

It is a condition precedent to any liability under Section 2. Money And Personal Assault that Negotiable Money in Transit other than by a security organisation or by registered post will be accompanied by:

- a two able-bodied adults when in excess of £3,000
- b three able-bodied adults when in excess of £6,000.

Section 3 – Business Interruption

Definitions

1 Premises

Any of the Premises as defined in Section 1. Contents.

2 Business

The Business shown in the Complete Office Schedule, conducted solely from the Premises.

3 Indemnity Period

The period beginning with the occurrence of the damage and ending within the number of months shown in the Complete Office Schedule during which the results of the Business are affected in consequence of the damage.

4 Income

The money paid or payable to the Insured in respect of work done and services rendered in the course of the Business.

5 Standard Income

The Income during that period in the twelve (12) months immediately before the date of the damage which corresponds with the Indemnity Period.

6 Annual Income

The Income during the twelve (12) months immediately before the date of the damage.

7 Outstanding Debit Balances

The total outstanding debit balances last recorded by the Insured under the provisions of Condition 4 adjusted for

- a bad debts
- b amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the damage) to the Insured's customers' accounts in the period between the date to which the total last recorded relates and the date of the loss or damage
- c any abnormal condition of trade which had or could have had a material effect on the Business

so that the figures adjusted shall represent as nearly as reasonably practicable those which would have obtained at the date of the loss or damage had the loss or damage not occurred.

Note

Adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the loss or damage, or which would have affected the Business had the loss or damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the loss or damage would have been obtained during the relative period after the loss or damage.

Cover

A For Loss of Income and Additional Expenses, Allianz will indemnify the Insured up to the Sums Insured shown in the Complete Office Schedule in respect of

- 1 loss or damage resulting from interruption of or interference with the Business by any cause insured under Section 1. Contents to
 - a any building or other property at the Premises for the purpose of the Insured's Business provided that
 - i at the time of the occurrence of the loss or damage there is in force an insurance covering the Insured's interest in the property against such loss or damage and
 - ii payment has been made or liability has been admitted unless such payment or liability has been excluded as being below a specified amount
 - b property in the vicinity of the Premises which prevents or hinders the use of the Premises
 - c equipment at the public telephone exchange serving the Premises
 - d any documents temporarily removed from the Premises
- 2 loss resulting from interruption of or interference with the Business occasioned by
 - a accidental failure of the public supply of electricity, gas or water at the terminal points of the supply authorities' feeds to the Premises excluding failure of the supply due to the deliberate act of the supply authority
 - b murder or suicide at the Premises

Loss of Income

This insurance is limited to Loss of Income and Additional Cost of Working in connection with the Business at the Premises insured under Section 1. Contents and the amount payable as indemnity shall be

- 1 in respect of Loss of Income – the amount by which the Income during the Indemnity Period shall, as a consequence of the loss or damage, fall short of the Standard Income
- 2 in respect of Additional Cost of Working – the additional expenditure necessarily and reasonable incurred for the sole purpose of avoiding or diminishing the Loss of Income which but for that expenditure would have taken place during the Indemnity Period in consequence of the loss or damage but not exceeding the Loss of Income thereby avoided less any sum saved during the Indemnity Period in respect of business expenses and charges which cease or are reduced as a result of the loss or damage. Provided that if the Sum Insured is less than the Annual Income (or for Indemnity Periods exceeding twelve months, such multiple that the Indemnity Periods bears to twelve months) the amount payable shall be proportionately reduced.

Additional Expenses

This insurance is limited to the additional expenses, including the cost of obtaining temporary offices and expenses incidental to their occupation and additional employment costs and other abnormal expenditure necessarily and reasonably incurred by the Insured in consequence of the loss or damage during the Indemnity Period in order to continue the Business.

- B For Outstanding Debit Balances, Allianz will indemnify the Insured up to the Sum Insured shown in the Complete Office Schedule in respect of loss or damage by any cause covered by Section 1. Contents to the Insured's books of account or other business books or records at the Premises shown in the Complete Office Schedule which results in the Insured being unable to trace or establish the Outstanding Debit Balances in whole or in part due to the Insured.**

Outstanding Debit Balances

This insurance is limited to

- 1 the difference between
 - a the Outstanding Debit Balances and
 - b the total of the amounts received or traced in respect of such balances
- 2 the additional expenditure incurred with Allianz's prior consent in tracing and establishing customers' debit balances after the loss or damage
- 3 the reasonable charges payable by the Insured to their professional accountants for producing any particulars or details of any other proofs, information or evidence as may be required by Allianz under the terms of General Condition 6 of this Policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents.

Provided that Allianz's liability during any one Period of Insurance shall not exceed the Sum Insured shown in the Complete Office Schedule.

Extensions

Cover under this Section includes

1 Work Done or Services Rendered

If during the Indemnity Period work is done or services are rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf, the money paid or payable in respect of such work or services shall be brought into account in arriving at the Income during the Indemnity Period.

2 Auditors Fees

The Loss of Income Sum Insured includes the reasonable charges payable by the Insured to their auditors for producing and certifying any particulars or details contained in the Insured's books of account or vital proofs, information or evidence as may be required under the terms of Policy Condition 6 of this Policy.

3 Public Utilities

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of destruction, damage or loss covered

Section 3 – Business Interruption (continued)

under Section 1 Contents to property at any Electricity Station or Sub-Station, Gas Works or Water Works of the Public Supply Undertaking from which the Insured obtains electric current, gas or water.

4 Specified Illness

Loss as a direct result of

- a any occurrence of a Specified Illness at the Premises or attributable to food or drink supplied from the Premises
- b any discovery of an organism at the Premises likely to result in the occurrence of a Specified Illness
- c any occurrence of a Specified Illness within a radius of 25 miles of the Premises
- d any occurrence of Legionellosis at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority
- e the discovery of vermin or pests at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority
- f any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority.

Special Provisions

- 1 'Specified Illness' shall mean illness sustained by any person resulting from
 - a food or drink poisoning, or
 - b Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever an outbreak of which the competent local authority has stipulated shall be notified to them.
- 2 'Legionellosis' shall mean illness sustained by any person resulting from any discharge release or escape of legionella from water tanks, water systems, air-conditioning plants, cooling towers and the like at the Premises.

- 3 For the purpose of this Extension 'Indemnity Period' shall mean the period during which the results of the Business shall be affected in consequence of the damage beginning
 - a in the case of 4a, 4b, and 4c above with the date of the occurrence or discovery
 - b in the case of 4d, 4e and 4f above with the date from which the restrictions on the Premises are appliedand ending not later than 12 months thereafter.
- 4 Allianz shall not be liable under this clause for any costs incurred in cleaning, repair, replacement, recall or checking of Property.
- 5 Allianz shall only be liable for loss arising at the Premises which are directly subject to the incident.
- 6 The Insured in so far as it is reasonably practical shall ensure compliance with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" or any supplementary replacement or amending Code of Practice.
- 7 Notwithstanding Special Provision 4 the insurance by this Extension extends to include costs and expenses necessarily incurred with Allianz's consent in
 - a cleaning and decontamination of Property used by the Insured for the purpose of the Business (other than stock in trade)
 - b removal and disposal of contaminated stock in tradeat or from the Premises, the use of which has been restricted on the order or advice of the competent local authority solely in consequence of the incident as defined above, provided that Allianz's liability shall not exceed £5,000 in any one Period of Insurance, after the application of all other terms and conditions of this Section and of the Policy.

5 Records Removed and in Transit

The amount of any loss ascertained in accordance with the provisions of this Section resulting from loss or damage

- a in any premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands occupied by persons acting on the Insured's behalf and to which the Insured's books of accounts or other records are temporarily removed

- b to the Insured's books of account or other business books or records whilst in transit within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

6 Subsidence, Ground Heave or Landslip

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of destruction, damage or loss caused by Subsidence or Ground Heave of any part of the site on which the property stands, or Landslip excluding

- a damage resulting from
 - i the normal settlement or bedding down of new structures
 - ii the settlement or movement of made-up ground
 - iii coastal or river erosion
 - iv defective design or workmanship or the use of defective materials
 - v fire, subterranean fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
- b damage which commenced prior to the inception of this Section
- c damage occurring as a result of demolition construction structural alteration or repair of any property or groundworks or excavation, all at the same Premises
- d the first £1,000 of each loss at each separate Premises.

Special Condition – This Extension shall be avoided if the risk is increased by reason of demolition groundworks excavation or construction being carried out on the same or any adjoining site.

Exclusions

The Policy Exclusions of this Policy apply to this Section and in addition it does not cover

- 1 deliberate falsification of business records
- 2 mislaying or misfiling of tapes
- 3 the deliberate act of the Electricity Authority in restricting or withholding electricity supply
- 4 wear and tear and gradual deterioration, vermin, rust, damp or mildew
- 5 the connivance of any employee.

Conditions

The Policy Conditions of this Policy except 15 and 16 apply to this Section and in addition

1 Alteration

This Section shall be avoided if the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or the Insured's interest ceases otherwise than by death at any time after the commencement of this insurance unless its continuance be accepted in writing by Allianz.

2 First Financial Year

In the event of the loss occurring before the end of the first financial year of the Business the results of the Business to the date of the damage shall be used as a basis upon which to assess the loss, subject otherwise to all the terms and conditions of this Section.

3 Material Damage

It is a condition precedent to any liability under this Section (other than in respect of the prevention or hindrance of the use of the Premises) that there be in force an insurance covering the Insured's interest in the property at the Premises against such damage and payment shall have been made or liability admitted under such insurance.

4 Computer System and Other Records

It is a condition precedent to liability that the Insured shall

- a back up computer system records daily
- b keep duplicates of computer system records
- c store records either in a fireproof cabinet or safe, or alternatively at other premises
- d at the end of each month, record the total amount in their customers' account at that time

Section 4 – Liabilities

Definitions

1 Injury

Bodily injury, death, disease, illness, mental injury 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 self-employed person providing labour only
 - ii any person who is borrowed or hired by the Insured
 - iii any trainee or person undergoing work experience.

3 Business

The business shown in the Complete Office Schedule conducted solely from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which includes

- a the ownership, maintenance and repair of Premises used for the business
- b the provision and management of canteens, social, sports or welfare organisations for the benefit of Employees and the Insured's ambulance, first aid and fire services
- c the execution of private duties by Employees of the Insured for any partner, director or senior official of the Insured.

4 Geographical Limits

- a Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- b any other member of the European Union.
- c elsewhere in the world in respect of Injury, loss or damage caused by or arising from non-manual activities of any person normally resident within the territories specified in Definition 4.a. and occurring during any journey or temporary visit.

5 Products

Any goods or other property sold, supplied, delivered, installed, erected, repaired, administered, altered, treated or tested by the Insured in connection with the Business and not in the Insured's charge or control.

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 a, b or c.

Cover

Event 1 – Employers Liability

Allianz 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 Geographical Limits during the Period of Insurance provided that any action for compensation in respect of such Injury is brought in a Court of Law within a member country of the European Union.

Event 2 – Public Liability

Allianz will indemnify the Insured against legal liability to pay compensation and claimants costs and expenses in respect of accidental

- A Injury to any person except as provided under Event 1
- B loss of or damage to material property
- C nuisance, trespass or interference with any easement or right of way, light, air or water resulting in financial loss

occurring within the Geographical Limits during the Period of Insurance in connection with the Business.

Costs and Expenses

Allianz will pay costs and expenses incurred by it or with its written consent

- a in connection with the defence of any claim
- b for representation of the Insured
 - i at any Coroner's 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.

Limits of Indemnity

- a Under Event 1 Allianz's liability for all compensation costs and expenses payable in respect of any one claim or series of claims arising out of one occurrence shall not exceed the amount shown in the Complete Office Schedule.
- b Under Event 2 Allianz's liability for all compensation and claimants costs and expenses payable in respect of
 - i any one claim or series of claims arising out of one occurrence
 - ii all claims arising from Pollution or Contamination which is deemed to have occurred during any one Period of Insuranceshall not exceed the amount shown in the Complete Office Schedule.
- c Under Event 2 in respect of claims against the Insured made within the legal jurisdiction of the United States of America or Canada the Limit of Indemnity shall be inclusive of the amount of all costs and expenses incurred by Allianz or with its written consent in connection with the defence of such claims.
- d Under Event 1 Allianz's liability shall not exceed £5,000,000 in respect of an act of Terrorism
- e Under Event 2 Allianz's liability shall not exceed the limit of indemnity shown in the Complete Office schedule or £5,000,000 (whichever is the lesser) in respect of an act of Terrorism

For the purposes of **d** and **e** the definition of an act of Terrorism is:

any 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.

If Allianz alleges that by reason of limitation **d** and **e** any loss damage cost or expenses is not covered the burden of proving the contrary shall be upon the Insured.

Section 4 – Liabilities (continued)

Extensions

1 Personal and Guest's Effects

Exclusion 2 shall not apply to personal effects or vehicles belonging to any partner, director, Employee, guest or visitor of the Insured.

2 Leased, Rented or Hired Premises

Exclusion 2 shall not apply to premises (including their fixtures and fittings) leased, rented or hired to the Insured except where liability attaches to the Insured solely under the terms of any tenancy or other agreement.

3 Indemnity to Other Parties

If the Insured so requests Allianz will indemnify the following parties

- a any officer or committee member or other member of the Insured's canteen, social, sports or welfare organisations or ambulance, first aid or fire services against liability incurred in such capacity
- b any of the Insured's partners, directors or Employees 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 such party was individually named as the Insured in this Section

- c any principal for whom the Insured is carrying out any work under any contract or agreement against liability arising out of the performance of such work by the Insured 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 but only to the extent required by the terms and conditions of such contract or agreement.

Provided that

- i any person claiming indemnity shall observe fulfil and be subject to the terms and conditions of this Section and the Policy Conditions in so far as they can apply
- ii Allianz's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity shown in the Complete Office Schedule.

4 Health and Safety at Work – Legal Defence costs

Allianz will indemnify the Insured (and if they so request any of their partners, directors or Employees) subject to the terms of this Section in respect of

- a costs and expenses incurred with Allianz'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 alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that

- 1 Allianz shall have the absolute conduct and control of all the said proceedings and appeals
- 2 Allianz will not pay for
 - a fines or penalties of any kind
 - b proceedings or appeals in respect of any deliberate act or omission
 - c costs or expenses insured by any other policy.

5 Contingent Motor Liability

Exclusion 4ai shall not apply to liability arising out of the use in connection with the Business of any vehicle not owned, provided or being driven by the Insured

- a but this does not cover any such liability
 - i in respect of loss of or damage to the said vehicle
 - ii arising out of any such use in any country outside the European Union
 - iii incurred by any party other than the Insured and Extension 3 shall not apply

- b For the purposes only of this Extension paragraph A of Event 2 shall read Injury to any person.

6 Joint Insured – Cross Liabilities

If more than one party is named as the Insured in the Complete Office Schedule, this Section shall apply as though each was insured separately, provided that Allianz's liabilities to all parties indemnified shall not exceed in the aggregate the Limit of Indemnity shown in the Complete Office Schedule.

7 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 Geographical Limits during the Period of Insurance

- a is obtained by such Employee in any Court situate in the territories specified in Definition 4.a against any person or corporate body domiciled or operating from premises within such territories and
- b remains wholly or partly unsatisfied six months after the date of such judgement

Allianz will if the Insured requests 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 Allianz.

8 Additional Extensions

Exclusion 6 shall not apply to liability arising out of

- a any Products connected with the activities referred to in Definitions 3 b and 3 c
- b any food or drink supplied to partners, directors, Employees or guests of the Insured
- c any premises disposed of by the Insured to which Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 applies.

9 Event 1 – Manslaughter Defence Costs

Event 1 - Employers Liability is extended as follows:
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 appeals against judgement arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or Isle of Man in respect of any fatal injury sustained and caused during the Period of Insurance in connection with the Business and which may be the subject of indemnity under this Section

Provided that

- 1 the maximum amount payable under this extension shall not exceed £5,000,000 during any one Period of Insurance
- 2 all amounts payable under this extension will form part of and are not in addition to the Limit of Indemnity under this Section as stated in the Schedule
- 3 where the Insurer has already indemnified the Insured in respect of legal costs and expenses incurred in connection with the defence of any criminal proceedings including appeals against judgement arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 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 extension
- 4 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

- a any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- b legal costs and expenses in connection with an appeal unless 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

Section 4 – Liabilities (continued)

- c 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
- d costs and expenses in connection with the defence of any criminal proceedings relating to an alleged breach brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man
- e costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by
 - i the Insured
 - ii any partner or director of the Insured
 - iii any Employee

10 Event 2 – Manslaughter Defence Costs

Event 2 - Public and Products Liability is extended as follows:

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 appeals against judgement arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or Isle of Man in respect of any fatal injury occurring during the Period of Insurance in connection with the Business and which may be the subject of indemnity under this Section

Provided that

- 1 the maximum amount payable under this extension shall not exceed £5,000,000 during any one Period of Insurance or the Limit of Indemnity under this Section as stated in the Schedule whichever is the lesser
- 2 all amounts payable under this extension will form part of and are not in addition to the Limit of Indemnity under this Section as stated in the Schedule
- 3 where the Insurer has already indemnified the Insured in respect of legal costs and expenses incurred in connection with the defence of any criminal proceedings including appeals against

judgement arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 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 extension

- 4 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

- a any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- b legal costs and expenses in connection with an appeal unless 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
- c 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 source or insurance
- d costs and expenses in connection with the defence of any criminal proceedings relating to an alleged breach brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man
- e costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by
 - i the Insured
 - ii any partner or director of the Insured
 - iii any Employee

Exclusions

In respect of Event 1, Policy Exclusion 3 of this Policy and the following Exclusions 11 and 12 apply to this Section.

In respect of Event 2, Policy Exclusions 2, 3 and 10 of this Policy and the following Exclusions 1 to 11 apply to this Section.

This Section does not cover

- 1 any liability in respect of
 - a fines, penalties or liquidated damages
 - b aggravated, punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages.
- 2 liability in respect of loss of or damage to any property belonging to or in the charge or the control of the Insured
- 3 any liability in respect of
 - a loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by 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 other property
 - ii any defective work executed by the Insured

Provided that Exclusions 3a and 3bi shall not apply to liability in respect of loss of or damage to said goods or other property if such loss or damage is caused by or arises from any alteration, repair or servicing work executed by the Insured under a separate contract
- 4 any liability arising out of the ownership, possession or use by the Insured or on their behalf of
 - a any mechanically propelled vehicle or trailer attached thereto
 - i whilst on any road within the meaning of the Road Traffic Acts or other road traffic legislation, excepting liability arising out of the operation as a tool of any mechanical plant
 - ii if such liability is insured by any other policy or is required by any traffic legislation to be the subject of compulsory insurance or other security
 - b any craft designed to travel in on or through water, air or space (other than hand-propelled watercraft)

- 5 any liability caused by or arising from professional services, advice or specification given by the Insured or on the Insured's behalf
- 6 any liability in respect of Injury, loss or damage caused by or arising from Products
- 7 any liability in respect of
 - a Pollution or Contamination occurring in the United States of America or Canada
 - 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
- 8 any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected
- 9 liability arising from or as a consequence of any breach of professional duty or any error or omission in any medical advice, examination, prescription or treatment given by the Insured
- 10 liability caused by or arising from the making up, dispensing, sale, supply, prescription or exchange of any drugs, medicines, hypodermic needles or medical supplies or equipment of any kind
- 11 any liability in respect of
 - a travelling to or from
 - b visiting or working on
Offshore Installations
- 12 any 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 traffic legislation to be the subject of compulsory insurance or other security.

Section 4 – Liabilities (continued)

Conditions

The Policy Conditions of this Policy except 3, 4, 15 and 16 apply to this Section and in addition

1 Compulsory Insurance Legislation

The indemnity granted by this Section in respect of Injury to any Employee is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the territories specified in Definition 4a. but the Insured shall repay to Allianz all sums paid by Allianz which it would not have been liable to pay but for the provisions of such law.

2 Discharge of Liability

Allianz may absolve itself from any further liability in connection with any one claim or series of claims arising out of one occurrence by

- a under Event 1, payment of the specified Limit of Indemnity (after deducting any amounts already paid) or
- b under Event 2 either
 - i payment of the specified Limit of Indemnity (after deducting any amounts already paid) or
 - ii payment of the balance of the maximum Limit of Indemnity for any one Period of Insurance

whichever is the less, together with the amount of any costs and expenses paid to date not included in the Limit of Indemnity.

Section 5 – Legal Expenses

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 (ETI) 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 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.

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

Section 5 – Legal Expenses (continued)

Compensatory Awards do not include Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

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.

Premises

The Buildings at the address or addresses stated in the Schedule, including their grounds, all within the boundaries for which the Insured is responsible.

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.

Section 5 – Legal Expenses (continued)

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.

Territorial Limits

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

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 5: Jury Service Allowance.
- 2 £5,000 Any One Claim relating to Event 5: Jury Service Allowance.
- 3 £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 and Jury Service 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

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 Jury Service Allowance

The Insured has cover for Jury Service Allowance.

Exclusions

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

- 1 In respect of Event 1 – Employment there is no cover for:
 - a an Excess of £1,750 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.

Section 5 – Legal Expenses (continued)

- 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 the Insured Person does not have cover for:
- a** an Excess of £500 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 £500 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.
- In respect of all Events there is no cover for:**
- 5** Legal Expenses incurred without the Insurers written consent and Awards of Compensation or Jury Service Allowance incurred before the Insurers written Consent and acceptance of a Claim.
 - 6** Any Claim which does not arise from or relate to the Business, other than a Claim in respect of Jury Service Allowance.
 - 7** 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.
 - 8** Any Claim in respect of which the Insured Person is entitled to an indemnity or contribution under any other Section of this Policy.
 - 9** Any Claim in respect of which the Insured Person is entitled to Legal Aid.
 - 10** 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.
 - 11** 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.
 - 12** 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.
 - 13** Any Claim made, brought or commenced outside of the Territorial Limits.
 - 14** Any Claim where in the Insurers opinion there are no Reasonable Prospects of a Satisfactory Outcome.

- 15 Fines or other penalties imposed by a court, tribunal or regulator.
- 16 Any dispute between the Insured Person and the Insurer.
- 17 Any dispute between the Insured Person and the Legal Representative in respect of a Claim under this Section.
- 18 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.
- 19 Any Claim arising from or relating to the operation of a franchise or distribution agreement.
- 20 Any Claim arising from or relating to a shareholding agreement or a partnership agreement or a trust.
- 21 Any Claim arising as a result of an allegation of libel or slander.
- 22 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.
- 23 Any Claim arising from or relating to an application for judicial review or other challenge to any legislation or proposed legislation.
- 24 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.
- 25 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.
- 26 Any Claim arising directly or indirectly from any equipment (whoever owns it) failing to recognise, interpret or deal with any date change.
- 27 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 claims.

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

A General Conditions

1 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.

2 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.

3 Maintenance of Records

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

Section 5 – Legal Expenses (continued)

4 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.

5 Assignment

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

B Claims Process Conditions

1 Notification of Claim

It is a condition precedent to the Insurer's liability to provide Cover under this Section that the 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 or Jury Service 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 or Jury Service Allowance to 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 Claims

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 cooperate 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.

Section 5 – Legal Expenses (continued)

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

Section 6 – Buildings

Definitions

1 Property Insured

The buildings built of brick, stone or concrete and roofed with slate, tile, metal, concrete, asbestos cement sheeting or felt on timber with not more than 10% of the buildings built of combustible materials at the Premises shown in the Complete Office Schedule including walls, gates and fences.

2 Sum Insured

- a Allianz's liability under this Section is limited to the Sums Insured shown in the Complete Office Schedule.
- b Index Linking
 - i The Sums Insured will be adjusted each month by the percentage change in the General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors (or some other suitable Index decided by Allianz)
 - ii Additional premium will not be charged on such adjustments during the Period of Insurance. The renewal premium will be calculated on the adjusted Sum Insured applying on the last day of the month three (3) months before renewal month
 - iii In the event of insured loss or damage the monthly Index Linking adjustments will continue during the period between the date of the loss or damage and the completion of repair or replacement, provided that the Insured takes all reasonable steps to have the repair or replacement carried out without delay. The period of Index Linking adjustments after loss or damage is limited to one (1) year.

Cover

Allianz will indemnify the Insured in respect of loss or damage to the Property Insured by any cause not excluded, occurring during the Period of Insurance.

The amount payable shall be the cost actually incurred of repair or replacement, with no deduction for wear and tear or depreciation, provided:

- 1 the Sum Insured is adequate to pay for rebuilding all the Property Insured and
- 2 repair or replacement is carried out without delay.

If the Sum Insured is inadequate at the time of the loss or damage, the amount payable shall be the cost of repairs or replacement less a deduction for wear and tear.

If repair or replacement is not carried out, the amount payable shall be the reduction in market value resulting from the loss or damage but not exceeding what it would have cost to repair or replace if this had been carried out without delay.

Extensions

Cover under this Section includes

1 Underground Services

The cost of repairing accidental damage to underground water, gas, sewer, drain or fuel pipes and underground electricity or telephone cables.

2 Rent

Rent which ceases to be paid to or be payable by the Insured following loss or damage to the Property Insured by this Section excluding any amount exceeding 10% of the Sum Insured shown in the Complete Office Schedule.

3 Architects, Surveyors and Other Fees

Architects, surveyors, consulting engineers and legal fees necessarily and reasonably incurred in connection with the repair or replacement of the damaged parts of the Property Insured excluding fees for preparing any claim.

4 Removal of Debris

The cost of removing debris, demolishing, shoring up or propping of the damaged parts of the Property Insured on the site and the area immediately adjacent necessarily incurred with Allianz's consent excluding

- a costs incurred in connection with or on any other property
- b costs arising from pollution or contamination of property not insured by this Section.

5 Statutory or Local Authority Costs

Any additional cost of repairing or replacing the damaged parts of the Property Insured incurred solely to comply with any statutory requirement or local authority bye-law excluding any cost arising from a notice served upon the Insured prior to the date of the loss or damage.

6 Benefit for the Contracting Purchaser

When the Insured contracts to sell their interest in the Property Insured the contracting purchaser who completes the purchase and his mortgagees shall have the benefit of the insurance by this Section. The benefits shall be up to the date of completion during the currency of this Section and provided the Property Insured is not otherwise insured. The benefit shall also be without prejudice to the rights and liabilities of the Insured or Allianz.

Exclusions

The Policy Exclusions of this Policy except 9 and 10 apply to this Section and in addition it does not cover

- 1 the first £200 of every claim
- 2 loss or damage to
 - a moveable property in the open or gates or fences by wind, rain, hail, sleet, snow, flood or dust
 - b land, roads or pavements
 - c sculptures and other works of art
 - d decorated and lettered glass, shop and showroom windows of plate, float or armoured glass, external fixed and hanging signs
- 3 loss or damage caused by or arising from
 - a frost, landslip, coastal erosion, subsidence, ground heave, settlement, wear and tear
 - b rot, mildew, rust, corrosion
 - c insects, woodworm, vermin
 - d dyeing, cleaning, repair, renovation
 - e faulty manipulation, design, plan, specification or materials
 - f gradual deterioration, market depreciation
 - g cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and/or the failure of welds of boilers
 - h consequential loss of any kind except for Extension 2. Rent
 - i bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes when the Property Insured is empty or disused.

Conditions

The Policy Conditions of this Policy apply to this Section.

Section 7 – Additional Computer Cover

Definitions

1 Computer Equipment

All computer and ancillary equipment belonging to the Insured or for which they are responsible including associated data carrying materials but excluding programs or information recorded thereon.

2 Indemnity Period

The period beginning with the discovery of erasure, distortion or corruption and ending within the number of months shown in the Complete Office Schedule.

Cover

Allianz will indemnify the Insured up to the Sums Insured shown in the Complete Office Schedule in respect of

A Damage to Computer Equipment

Damage to Computer Equipment by its own overrunning, excessive pressure, short circuiting, mechanical breakdown, failure, derangement or self-heating directly caused by

- i accidental failure of electricity or telecommunication services
- ii denial of access as a result of damage in the vicinity of the Insured's Premises

B Accidental and Malicious Erasure

The cost of repurchasing or reinstating software programs or data information used with the Computer Equipment following accidental or malicious erasure, distortion or corruption of the program or information arising from Damage as specified in A. Damage to Computer Equipment which occurs during the Period of Insurance and is discovered within twelve months of its occurrence.

C Increased Cost of Working

Additional expenditure necessarily and reasonably incurred by the Insured during the Indemnity Period for the sole purpose of avoiding or diminishing interruption of or interference with the Business which but for such expenditure would have taken place in consequence of B. Accidental and Malicious Erasure, less any sum saved during the Indemnity Period in respect of business expenses and charges which cease or are reduced.

Basis of Settlement – Reinstatement

In the event of loss of or damage to Computer Equipment the basis upon which the amount payable is to be calculated shall be the Reinstatement of the property or part thereof.

Reinstatement shall mean:

- A the cost of repair or replacement of the lost or damaged part of the property to a condition equal to but not better or more extensive than its condition when new. When replacement parts are not available from the manufacturers or their agents, Allianz's liability shall be limited to the cost of an equivalent repair to similar property of current manufacture
- B where the property is lost or in the opinion of Allianz damaged beyond repair its replacement by new property of equal specification. Where property of equal specification is not available Allianz will pay for similar replacement property with the nearest higher specification. Replacement should be carried out in this way with reasonable dispatch. No payment will be made until the cost is actually incurred.

If at the time of Reinstatement the sum representing eighty five per cent of the cost which would have been incurred in reinstating the whole of the property exceeds the value of the property shown in the Complete Office Schedule then the Insured shall be his own insurer for the difference and shall bear a proportionate amount of the loss accordingly.

Extensions

Auditor's Fees

Cover C. Increased Cost of Working is extended to include reasonable fees payable by the Insured to their auditors for producing the particulars of any claim as may be required by Policy Condition 6 of this Policy.

Exclusions

The Policy Exclusions of this Policy except 9 and 10 apply to this Section and in addition it does not cover

1 Maintenance/Faulty Workmanship

Loss due to or resulting from

- a maintenance and/or replacement of consumables
- b scratching of painted or polished surfaces.

2 Wear and Tear

Wear and tear, erosion, corrosion or other deterioration caused by, or naturally resulting from, ordinary work, use or exposure.

3 Heat Application

Loss of or damage to any property occasioned by its undergoing any process involving the application of heat.

4 Warranty Guarantee or Maintenance Agreement

Loss, damage, costs or expenses recoverable by the Insured under the terms of any warranty, guarantee or maintenance contract.

5 Utilities

Additional expenditure incurred following

- a failure of the public supply of electricity due to the deliberate act of the supply authority or the exercise by the supply authority of its power to withhold or restrict supply unless necessitated by the need to safeguard life or protect a part of the supply authority's system
- b failure of the telecommunication company's landlines due to
 - i a deliberate act to withhold or restrict access to the system
 - ii industrial action by the telecommunication company's employees
 - iii use of non-approved equipment.

6 Excess

The first £100 of each claim.

Conditions

The Policy Conditions of this Policy except 15 and 16 apply to this Section and in addition

1 Duplicate Programs/Data

The Insured shall keep and maintain at regular intervals duplicate copies of all software programs and data information.

2 Storage of Software/Data Materials

The Insured shall store all software/data materials, discs and tapes in a safe place in accordance with the manufacturer's recommendations.

3 Additional Claims Conditions

- a Allianz may at its option repair, reinstate or replace what is lost or damaged or pay for the loss or damage in money
- b Allianz shall not be liable for the cost of any repairs undertaken without its written consent except in urgent cases where it has been necessary to put minor repairs in hand provided that
 - i the requirements of Policy Condition 6 have been complied with
 - ii the repairs are carried out to the satisfaction of Allianz
 - iii any parts replaced are kept for inspection by Allianz.

Terrorism

Definitions

1 Premises

Any of the Premises as defined in Section 1 Contents.

2 Business

The Business shown in the Complete Office Schedule, conducted solely from the Premises.

3 Act of Terrorism

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.

4 Event

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same Act of Terrorism. The date and time that any such period of 72 hours shall commence shall be set by the Insurer.

5 Territorial Limits

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987.

Note 1. This shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury.

Note 2. For the avoidance of doubt, this excludes Northern Ireland, the Isle of Man and the Channel Islands.

6 General Cover Policy

- a This Policy
or
- b where the Cover by this Policy is limited to the Terrorism Insurance Section only, the policy or policies specified in the Terrorism Section of the Schedule to this Policy.

7 Property Insured

Property as detailed in the Schedule to any General Cover Policy but excluding

- a property insured under a
 - i Marine, Aviation or Transit policy
 - ii Motor Insurance policy (other than Motor Trade policy)

- iii Road Risks Section of a Motor Trade policy
- iv reinsurance policy or agreement
whether such policy or agreement includes cover for an Act of Terrorism or not.

- b any land or building which is insured in the name of an individual and is occupied by that individual for residential purposes, unless
 - i insured under the same policy as the remainder of the building which is not a private residence
 - ii the building is a block of flats
- c any Nuclear Installation or Nuclear Reactor.

8 Business Interruption

Loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

9 Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed for or adapted for

- i the production or use of atomic energy
- ii the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations
- iii the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

10 Nuclear Reactor

Any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

11 Virus or Similar Mechanism

Program code, programming instruction or any 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. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs.

12 Hacking

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

13 Denial of Service Attack

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

Cover

The Insurer will pay the Insured for

- i Loss or damage to the Property Insured and/or
- ii Business Interruption

occasioned by or happening through or in consequence of an Act of Terrorism within the Territorial Limits.

Provided always that the insurance by this Section

- a is not subject to the Policy Exclusions of the General Cover Policy
- b is subject otherwise to all the terms and conditions of the General Cover Policy except where expressly varied within this Section
- c is subject to a maximum Period of Insurance of 12 months from the Effective Date or any subsequent Renewal Date of this Policy.

Any subsequent period of cover of 12 months, or part thereof, provided by this Section is deemed to constitute a separate Period of Insurance, provided that

- i no subsequent Period of Insurance by this Section shall extend beyond the next Renewal Date of this Policy
 - ii the renewal premium due in respect of this Section has been received by the Insurer
- d is not subject to any Long Term Undertaking applying to the General Cover Policy.

Basis of Settlement

As described in and subject to the terms, definitions, provisions, exclusions and conditions of any General Cover Policy in respect of loss or damage to the Property Insured or Business Interruption.

The most the Insurer will pay for any one Event is

- a the Total Sum Insured,
- or
- b for each item its individual Sum Insured,
- or
- c any other limit of liability

in the General Cover Policy, whichever is the less.

Exclusions

The Insurer will not pay for

1 Digital and Cyber Risk Exclusion

any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from

Loss or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such loss or damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack

or

Business Interruption directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack.

2 Riot, Civil Commotion and War.

any losses whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

3 Territorial Limits

any losses whatsoever arising directly or indirectly from any cover or extension of Premises provided by the General Cover Policy to locations outside the Territorial Limits.

Conditions

1 Burden of Proof

In any action suit or other proceedings where the Insurer alleges that any damage or loss resulting from damage is not covered by this General Cover Policy the burden of proving that such damage or loss is covered shall be upon the Insured.

Additional Benefits

24 Hour Lawphone Legal Advice Helpline

With this policy 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 term 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

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

Glass Replacement

Broken glass is dangerous for both yourself and your customers and in some circumstances, can be a major security risk. Allianz Insurance plc have negotiated a special arrangement for you, with one of Britain's leading glass replacement specialists, Solaglas.

Solaglas will bill us direct – you pay nothing except the policy excess and the VAT.

The service is available 24 hours a day, all year round, Telephone **0800 474747**.

Business Link

Running a business means facing a constant stream of challenges and opportunities often with limited resources. Business Link is a highly committed, national network of independent local business advice centres. Whether you're looking for help with management techniques, finance, export skills, design, technology, marketing or information technology, one phone call will put you in touch with your local Business Link and its highly experienced team of expert with hands-on experience.

To contact Business Link, Telephone **0845 600 9006**.

Claims Handling

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

- You should notify our claims handling centre
 - 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 as much information as possible about the claim, and your policy reference if available

- We recommend you check that the accident, loss or damage is covered by your policy. If you are in any doubt please consult the Business Insurance Centre
- You should comply with the requirements for claim notification contained in the policy conditions, which detail your obligations and our rights in the event of a claim. If you are in any doubt please consult the Business Insurance Centre
- You should carry out any emergency action to protect your property from further damage (e.g. turning off main services) or to make it waterproof or secure. We will be pleased to provide advice and assistance to find the right person or organisation to help you. If you do incur any charges please retain the bills as these may form part of your claim
- If emergency work has been completed on your own authority please contact us via the Business Insurance Centre before permanent repairs begin
- Please do not dispose of damaged items before we have had the opportunity to inspect them

- You should report to the Police any loss or damage from theft, arson, malicious damage, or riot or civil commotion and obtain a crime book reference from them
- Please ensure that your responsibility for injury to someone or damage to their property is not discussed with or admitted to anyone else
- If an employee or someone else is holding you responsible for injury to them or for damage to their property then you should tell us promptly and send any letters, writs or summons to us unanswered
- Our aim is to deal with your claim promptly and fairly. Depending on the type of claim and value involved we may:
 - forward a claim form for you to complete and sign
 - appoint an independent Loss Adjuster to deal with your claim
 - arrange for one of our Claims staff to visit you
 - reply to you by letter or by telephone.

Claims Handling Centre

Essential Business Insurance Claims

Allianz Insurance plc
500 Avebury Boulevard
Milton Keynes
MK9 2XX

Telephone: 0844 893 9580

Lines are open Monday to Friday

Legal Expenses Claims

If you need to make a Claim under any operative cover provided by Section 5 Legal Expenses as stated in the Policy Schedule you should call Lawphone Legal Helpline on **0870 241 4140** and quote the Master Policy reference contained within the Policy Schedule.

You will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call you back. We will send you a claim form. You should fill in the claim form and return it to us without delay at the address shown below, together with a copy of your 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.

We will contact you once the claim form, Policy Schedule and Excess payment have been received.

Please note that you must not appoint a solicitor. If you have already seen a solicitor before we have accepted your claim, we will not pay any fees or other expenses that you have incurred.

If your claim is covered, we will appoint the Legal Representative that we have agreed to in your name and on your behalf, subject to the terms and conditions of Section 5 Legal Expenses, as stated in the Policy Schedule. We will only start to cover your costs or Legal Expenses from the time we have accepted the claim and appointed the Legal Representative.

Our address is:

The Claims Department
Allianz Legal Protection
Redwood House
Brotherswood Court
Great Park Road
Bradley Stoke
Bristol
BS32 4QW
United Kingdom.

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

Complaints Procedure

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:

Essential Business Insurance Centre
PO Box 2934,
Bristol BS1 9ES

Telephone number: 0844 893 9590

Email: csm@essentialbusinessinsurance.co.uk

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

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 and 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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