

Business Combined Summary of Cover



UNDERWRITTEN BY

Allianz 

**Business Combined
Policy Details
including a Policy Summary (pages 1-14)**

Arranged by

touchstone
underwriting 

Policy Summary

This is a Policy Summary only and does not contain full terms and conditions of the contract of insurance. Some covers are optional and will only apply if you have selected them. Full terms and conditions can be found in the policy documents, a copy of which is available on request.

What is Business Combined?

Business Combined is designed to cover the assets, earnings and the legal liabilities of your business.

It is arranged by Touchstone Underwriting Limited and underwritten by Allianz Insurance plc.

What is the policy duration?

This policy has a 12 month period of insurance (unless shown differently on your policy schedule), and is annually renewable.

Will I have any cancellation rights?

You have a right to cancel the policy within a 14 day period and receive a return of premium paid, less an administration charge of £25 and an amount representing the cover you have received to date.

This is subject to certain terms and conditions, full details of which can be found in the policy wording.

How do I make a claim?

If you need to claim, please contact your insurance adviser in the first instance or alternatively you may contact Touchstone Underwriting as follows:

Post: Touchstone Underwriting Limited
Meridien House
71 Clarendon Road
Watford
WD17 1DS

Or you can notify Allianz Insurance plc of a claim by:

Telephone: Property claims **0344 412 9988**
Liability claims **0344 893 9500**

Our claims helpline is available 24 hours a day, 7 days a week.

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

Please have your Insurer Unique I.D. to hand and as much information about the claim as possible. For further information please see page 15.

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

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 at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

How do I make a complaint?

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within 5 working days and do our best to resolve the problem within 4 weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within 8 weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

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

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

Telephone number: **01483 552438**

Fax Number: **01483 790538**

Email: accsm@allianz.co.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within 6 months of the date of the final response letter.

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

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

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

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: accsm@allianz.co.uk

Alternatively, you can contact the Financial Ombudsman Service directly.

Please read the policy

Please periodically review the policy documentation to make sure that it meets and continues to meet your needs and that you understand its terms, conditions, limits and exclusions.

If you wish to make a change or if there is anything you do not understand please contact your insurance adviser.

Optional Covers

Property Damage – Policy Section 1

Significant Features and Benefits

Covers loss or damage to all trade contents caused by the following:

- fire, lightning and explosion
- aircraft
- riot, civil commotion or malicious damage
- earthquake
- subterranean fire
- storm, tempest or flood
- escape of water from tanks, apparatus or pipes
- escape of oil
- impact by vehicles or animals
- sprinkler leakage
- theft or attempted theft following forcible and violent entry to or exit from your premises
- accidental damage
- option to include subsidence

Automatic reinstatement of loss – other than theft claims the sums insured are not reduced following a claim subject to payment of an additional premium

Inflation provision – sums insured are index linked and Day one reinstatement provides an automatic 15% inflation factor (Option available to increase to 20%, 25%, 30% or 35%)

Public authorities – the additional costs incurred in the rebuilding or repair of the property to a standard required by the authorities

Services – damage to services including telephone, gas, water and electric instruments, meters, piping and cabling

Alterations and additions – automatic cover for alterations, additions and improvements made to your property for no more than 10% of the sum insured or £500,000 whichever is the less

Professional fees – covers the cost of architects, surveyors, legal and consulting engineers fees

Removal of debris costs – the cost of removal of debris of the insured property damaged

Temporary removal of contents to a limit of 20% of the sum insured for each item covered or £250,000 whichever is the lower

Temporary removal of documents and other business records to a limit of 20% of the sum insured or £250,000 whichever is the lower

Rent – where cover is arranged for payment of rent, cover operates where the building is unfit for occupation following damage

Fixed glass – cost of temporary boarding up

Metered utilities – covers additional metered supply charges incurred up to £25,000 any one claim

Exhibitions – up to £50,000 for any one exhibition whilst at and in transit to/from exhibitions

Significant Exclusions or Limitations

- explosion due to bursting of non domestic steam boilers, or other steam apparatus
- malicious damage, burst pipes, sprinkler leakage or escape of oil in any unoccupied building
- theft or theft damage not involving forcible and violent entry to or exit from the premises, or involving any partner, director, employee or family member
- hold up arising from theft not involving violence or threat of violence
- theft, storm, tempest or flood to property in the open
- storm, tempest or flood excludes damage to fences and gates
- acts of fraud or dishonesty by any partner, director or employee
- unexplained disappearance or inventory shortage or misfiling or misplacing of information
- frost, wear and tear, gradual deterioration, inherent vice, latent defect
- rot, mildew, rust, corrosion, insects, woodworm, vermin
- dyeing, cleaning, repair, renovation, marring or scratching
- electrical or mechanical breakdown, failure or derangement
- faulty or defective design workmanship or materials
- changes in temperature, dampness, dryness, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish
- damage to any property resulting from its undergoing any process
- operational error or omission by you or any employee
- pollution or contamination
- loss or damage to property outside the UK
- consequential loss
- subsidence cover excludes
 - damage to surfaced areas, walls, gates and fences, unless the building is also damaged
 - coastal or river erosion
 - damage which commenced prior to inception of this cover
 - damage as a result of demolition, excavation or other building work
- excess as shown on the Schedule

Conditions – Unoccupied Buildings

- Unoccupied buildings are not insured unless they are notified to us and we agree to continue cover

If we agree to continue cover, mains services must be switched off and water system drained other than in respect of security or fire alarms or sprinkler systems. The property must be inspected internally and externally weekly (with records kept), defects in security and maintenance rectified and any accumulations of combustible materials removed. You must also comply with our security level requirements and ensure that the property is secured against unlawful entry and that all security protections are put into effect.

Property Damage – Policy Section 1 (continued)

Significant Features and Benefits

Trace and access – covers the costs of locating source of escape of water or fuel oil from any tank, apparatus or pipe and subsequent making good of damage up to £50,000 any one claim

Landscaped grounds – up to £15,000 any one claim for damage to grounds as a result of damage to the property insured

Locks and keys – the cost of replacement keys, locks or lock mechanisms following theft of keys up to £5,000 any one claim

Damage to premises – covers damage following theft or attempted theft including the cost of any temporary measures to keep the premises secure

25% seasonal increase in stock sum insured

Cover for moulds, tools and dies up to £75,000 any one claim

Unauthorised use of supplies – covers the unauthorised use of metered supplies up to £25,000 any one period of insurance

Removal of Vermin or Vermin Nests – up to £1,000 any one claim

Theft Damage to Buildings up to £25,000 any one claim

Significant Exclusions or Limitations

Business Interruption – Policy Section 2

Significant Features and Benefits

Loss of Gross Profit or Revenue resulting from loss or damage by any cause covered by the Property Damage section

Option of 12, 18, 24 or 36 months indemnity period

Inflation provision – sum insured is increased by 33.33% to protect you against inflation

Unspecified suppliers – damage at your suppliers premises which causes interruption to your business – up to 25% of the sum insured or £250,000, whichever is less

Unspecified customers – damage at your customers premises which causes interruption to your business – up to 25% of the sum insured or £250,000, whichever is less

Contract sites – damage at any contract site the insured is working at that causes interruption to your business – up to 20% of the sum insured or £75,000, whichever is less

Exhibition sites – damage at any exhibition site where the insured are exhibiting goods or services that causes interruption to your business – up to 20% of the sum insured or £75,000, whichever is less

Property stored – property that is kept elsewhere than at your premises up to £50,000

Significant Exclusions or Limitations

- exclusions as shown under the Property Damage section, however, explosion of a steam boiler or economiser is covered
- malicious damage, riot or civil commotion causing deliberate erasure, loss distortion or corruption of information on computer systems or other records, programs or software

Business Interruption – Policy Section 2 (continued)

Significant Features and Benefits

Supply undertakings – failure in the supply of water, gas, electricity or telecommunications up to £50,000 following damage by an insured event

Denial of access – property that hinders the use or access to your premises up to £50,000

Research and development costs – up to £10,000

Essential personnel – covers additional expenditure as a result of the death or permanent disablement of essential personnel up to £10,000

Lottery winners – covers additional expenditure as a result of an employee or group of employees resigning following a lottery win. Cover is up to £25,000

Transit – covers interruption following damage to your property whilst in transit up to £10,000

Moulds, Tools & Dies – covers interruption from damage whilst at any premises or in transit up to £50,000

Accountants charges incurred in connection with a claim

Loss of attraction – following damage to property within the vicinity of the premises which directly causes loss of custom to the business up to 10% of the sum insured or £50,000 whichever is the less

Specified Illnesses – loss due to any Specified Illnesses at the Premises or food or drink supplied from the Premises, the occurrence of a Specified Illness within a radius of 25 miles of the Premises, the discovery of an organism at the Premises likely to result in the occurrence of a Specified Illness, any occurrence of Legionellosis at the Premises, the discovery of vermin, pests, or defects in the drains which cause restrictions by order of the local authority, and murder or suicide at the premises. A limit of 10% of the sum insured or £100,000 whichever is the lower applies due to costs incurred in cleaning and decontamination

Failure of supply – covers interruption to the business as a result of accidental failure of water at the service providers stop cock, electricity at the terminal ends of the service providers feeders at the premises, gas at the service providers meters at the premises and land based telecommunication services at the line terminals or receivers at the premises up to 15% of the gross profit sum insured or £500,000 whichever is the less in any one period of insurance

Significant Exclusions or Limitations

Increased Cost of Working – Policy Section 2a

Significant Features and Benefits

Covers additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the business during the indemnity period resulting from loss or damage by any cause covered by the Property Damage section

Option of 12, 18, 24 or 36 months indemnity period

Supply undertakings – failure in the supply of water, gas, electricity or telecommunications up to the sum insured shown in the schedule

Failure of supply – covers interruption to the business as a result of accidental failure of water at the service providers stop cock, electricity at the terminal ends of the service providers feeders at the premises, gas at the service providers meters at the premises and land based telecommunication services at the line terminals or receivers at the premises up to 15% of the gross profit sum insured or £500,000 whichever is the less in any one period of insurance

Denial of access – property that hinders the use or access to your premises up to the sum insured shown in the schedule

Exhibition sites – damage at any exhibition site where the insured are exhibiting goods or services up to 10% of the sum insured or £75,000, whichever is less

Moulds, tools and dies – damage to moulds, tools and dies belonging to the insured up to a limit of £50,000 any one claim

Significant Exclusions or Limitations

- the Policy exclusions and the exclusions as shown under the Property Damage section, however, explosion of a steam boiler or economiser is covered

Book Debts – Policy Section 3

Significant Features and Benefits

Covers outstanding debit balances which cannot be traced if your accounts are destroyed or damaged for your sum insured up to a maximum of £250,000

Automatic reinstatement of loss – other than theft claims the sum insured is not reduced following a claim subject to payment of the appropriate additional premium

Significant Exclusions or Limitations

- exclusions as shown under the Business Interruption section.

Conditions

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

Money – Policy Section 4

Significant Features and Benefits

Crossed cheques and other non-negotiable money – maximum benefit £500,000

Cash and other negotiable money:

- on the premises during business hours, in transit or in a bank night safe – your limit
- in a locked safe at the premises out of business hours – your limit
- out of a safe outside business hours in the premises £500
- in your personal custody or that of your employees out of business hours £500

Personal Accident Assault – If you or your partners, directors or employees are attacked during theft or attempted theft of money whilst on business:

- death, loss of limb, loss of sight and permanent total disablement of £50,000
- temporary total disablement £100 per week (up to 104 weeks)
- temporary partial disablement £50 per week (up to 104 weeks)
- victim care (professional counselling fees for emotional stress) £1,000 any one incident, £5,000 in total

Loss or damage to any safe at the premises, or any bag or other container used to carry money

Loss or damage to clothing and personal belongings following theft or attempted theft of money

Significant Exclusions or Limitations

- loss due to the dishonesty of any partner, director or employee which is not discovered within 15 days of such loss
- damage to any machine that uses coins, notes or tokens
- loss from any unattended vehicle
- personal assault benefits to any person aged under 16 or over 70 years

Conditions

- Whenever the premises are closed for business the safe keys must be removed from the premises, money in transit must be accompanied by 2 adults when in excess of £3,000 and 3 adults when in excess of £6,000 or a professional security company in excess of £15,000

Own Goods in Transit – Policy Section 5

Significant Features and Benefits

Loss or damage to your property whilst in transit within one of your own vehicles or in transit by other carriers. Sums insured as specified by you

Sheets and ropes – cover includes sheets, ropes, packing materials and the like

Additional vehicles – any recently acquired non specified vehicle up to £2,500 any one claim

Substitute vehicles – cover includes any substitute vehicle whilst your own vehicle is undergoing service or repair

Transshipment and debris removal costs – cover up to £7,500 any one claim

Significant Exclusions or Limitations

- loss or damage due to
 - depreciation, contamination or deterioration unless caused by accident to the vehicle
 - faulty packing or incorrect addressing of any parcel or package
- theft from any vehicle left unattended, unless the vehicle has all points of access closed and secured by all the locks and other protections fitted and all the keys are removed, and between the hours of 9.00pm and 6.00am is kept in a securely locked building
- water damage or theft of goods in open/curtain sided open/soft top vehicle
- certain specified items such as livestock, precious metals or stones, jewellery, watches, furs, money, securities, stamps, documents, manuscripts, business books, plans or designs
- delay, loss of market or consequential loss
- loss or damage outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands
- £100 excess or higher amount when agreed applies to all claims

Conditions

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

Specified All Risks – Policy Section 6

Significant Features and Benefits

Damage to property whilst on your premises only or anywhere in the UK, EU or worldwide as specified by you

Automatic reinstatement of loss – other than theft claims the sum insured is not reduced following a claim subject to payment of the appropriate additional premium

Data processing and ancillary equipment – cover includes damage caused by dryness or dampness, corrosion or rust if resulting from damage to air conditioning equipment

Significant Exclusions or Limitations

- loss due to any person obtaining any property by deception
- frost, wear and tear, gradual deterioration, inherent defect, depreciation
- rot, mildew, rust, corrosion, insects, woodworm, vermin
- dyeing, cleaning, repair, renovation, or scratching
- electronic, electrical or mechanical breakdown, failure or derangement
- faulty manipulation, design, plan, specification or materials
- theft from any vehicle left unattended, unless the vehicle has all points of access closed and secured by all the locks and other protections fitted and all the keys are removed, and between the hours of 9.00pm and 6.00am is kept in a securely locked building
- loss or damage outside of the territorial limits – see your policy schedule
- single article limit of £5,000 and a maximum sum insured of £25,000
- the excess shown in the Schedule

Employers', Public and Products Liability – Policy Sections 7 and 8

Significant Features and Benefits

Covers your legal liability to insure your employees for death or injury happening in the course of their employment with you up to £10 million any one claim

Covers your legal liability in connection with your business for:

- accidental injury to members of the public or accidental damage to property not owned by you up to a selectable limit of indemnity of £2 million, £5 million or £10 million any one claim
- accidental injury or accidental damage caused by products supplied up to a selectable limit of indemnity of £2 million, £5 million or £10 million any one period of insurance

Cover includes the legal liabilities of:

- members of your canteen, social, sports or welfare organisation or ambulance, first aid or fire services
- your partners, directors or employees
- anyone you are carrying out work for under any contract in respect of that work

Joint insured – if more than one party is named as the Insured the policy will cover them separately subject to the overall policy limit

Overseas personal liability – covers a temporary visit to any other country made in connection with the business

Health and safety at work legal defence costs – provides legal and other costs incurred in defending prosecutions

Motor contingent liability – indemnifies you against liability for vehicles not owned or provided by you in connection with the business

Significant Exclusions or Limitations

- loss of or damage to property belonging to you or in your charge or control
- liability for loss or damage to goods sold, supplied, delivered, installed or erected or the cost of recalling or refunding a defective product or replacing, repairing or reinstating faulty work
- liability arising out of ownership, possession or use of any mechanically propelled vehicle or attached trailer where motor insurance is required by law (other than for loading or unloading) or any water craft or aircraft
- liability arising out of error or omission in any advice, design, formula, specification, inspection, certification or testing performed for a fee
- in respect of injury, loss or damage arising from products
 - liability which attaches solely under the terms of an agreement
 - installed or incorporated in aircraft or spacecraft
 - comprising computer tapes and/or discs and the information recorded on them
 - claims made in any country outside the European Union if you have premises or representation in that country
 - exports to the USA or Canada
- public and products liability in respect of:
 - injury to any employee
 - manual work away from the premises or outside of the EU (other than collection or delivery)
- loss or damage to contract works undertaken under a contract or liability under JCT Clause 6.5.1

Employers', Public and Products Liability – Policy Sections 7 and 8 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Data Protection Act Cover – provides protection up to a limit of £250,000</p> <p>Defective Premises Act 1972 – protects you from potential liabilities for defects in properties let, sold or disposed of by you</p> <p>Consumer protection and food safety acts legal defence costs – covers cost of defence of criminal proceedings</p> <p>Court attendance – covers attendance as a witness in connection with the defence of a claim. Limits are:</p> <ul style="list-style-type: none"> • £750 for each days attendance for partners and directors • £250 for each days attendance for an employee <p>Manslaughter Defence costs – covers legal costs and costs of the prosecution awarded against you from proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007. The maximum amount payable shall be £5,000,000 in respect of Employers Liability and £5,000,000 or the Limit of Indemnity (whichever is the lower) in respect of Public Liability in any one Period of Insurance</p>	<ul style="list-style-type: none"> • any liability in respect of pollution or contamination <ul style="list-style-type: none"> • in the USA or Canada • elsewhere unless due to a sudden, identifiable, unintended and unexpected incident • fines, penalties or liquidated, aggravated, punitive or exemplary damages • injury to any Employee where motor insurance is required by law to be in force • work on an offshore installation or travelling to or from • liability in any way caused by, arising from or contributed to by exposure to, fear of exposure to, or inhalation of asbestos

Personal Accident – Policy Section 10

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Provides compensation in accordance with the Scale(s) of compensation specified in the Schedule for accidental bodily injury during period of insurance and operative time of cover which, within 12 months thereof solely directly and independently of any other cause results in:</p> <p>Death</p> <p>Permanent Total Disablement</p> <p>Loss of Hearing</p> <p>Loss of Internal Organ</p> <p>Loss of Limb</p> <p>Loss of Sight</p> <p>Loss of Speech</p> <p>Temporary Total Disablement</p> <p>Temporary Partial Disablement</p>	<ul style="list-style-type: none"> • the policy does not cover injury arising from: <ul style="list-style-type: none"> • suicide or self injury • drugs or Alcoholism • winter sports (other than curling or skating) • flying as a member of aircraft crew • service in the armed forces • sexually transmitted diseases including HIV • sickness or disease <p>Condition – Age Limitation</p> <p>Unless otherwise agreed by the Insurer and specifically noted in this Section no person aged 75 or over at the commencement of the Period of Insurance will be covered by this Section</p>

Theft by Employee – Policy Section 11

Significant Features and Benefits

Covers loss of money or goods belonging to the Insured caused by Theft by any Employee described in the Schedule

Significant Exclusions or Limitations

- theft by an employee discovered more than 24 months after the termination of this Section
- loss of interest or consequential loss of any kind
- loss where the Insured continues to entrust the defaulting employee with money or goods after becoming aware of any material fact bearing on the honesty of the said employee
- any unexplained shortages
- the Excess

Additional Computer Cover – Policy Section 12

Significant Features and Benefits

Damage to computers and ancillary equipment caused by accidental failure of electricity or telecommunications services or by denial of access to your premises

The cost of reinstating programs or data accidentally or maliciously erased
Increased cost of working following accidental or malicious erasure of programs or data

Auditors fees payable by the insured for producing the particulars of any claim

Additional rental charge – for an increase in existing computer equipment rental lease or hire charges for the 24 month period immediately following an insured breakdown – up to £5,000

Consulting Engineers' Fees and Claims Investigation Costs – for costs incurred in investigating possible repairs and / or the reinstatement of an item of computer equipment following breakdown – up to £5,000

Incompatibility of Computer Records – costs of modification of the computer equipment and costs of replacing and / or reinstating computer system records to achieve compatibility with undamaged computer system records – up to £5,000

Removal of debris / Protection from further damage – costs of removing debris and protecting any item of computer equipment – up to £5,000

Significant Exclusions or Limitations

- Wear and tear, erosion, corrosion or other deterioration
- Loss due to maintenance or replacement of consumables, scratching or painting of polished surfaces
- Any loss, damage, costs or expenses recoverable under the terms of any warranty, guarantee or maintenance contract
- The deliberate act of the supplier of electricity or telecommunications, industrial action or use of non-approved equipment
- £100 excess applies

Conditions

- Duplicate programs / data – you are required to keep and maintain at regular intervals duplicate copies of all software programs and data information
- Storage of software/data materials – you are required to store all software / data materials, discs and tapes in a safe place in accordance with the manufacturer's recommendations

If you fail to comply with these conditions your policy may not operate or not operate fully.

Terrorism – Policy Section 13

Significant Features and Benefits

Covers your business against losses suffered as a result of an act of terrorism

Includes losses incurred through:

- destruction, damage or loss of insured property and/or
- business interruption

Significant Exclusions or Limitations

- digital and cyber risks
- losses occasioned by riot, civil commotion and war
- any losses arising from locations outside of England, Wales and Scotland
- any land or building which is insured in the name of an individual and is occupied by that individual for residential purposes

Core Covers

Commercial Legal Expenses – Policy Section 9

Commercial Legal Expenses is a 'claims made' cover section, which means that claims must be initially notified to the insurers during the period of insurance.

Significant Features and Benefits

1 Employment Defence and Awards of Compensation

You have cover of up to £100,000 for any one claim in respect of your legal costs to:

- defend disputes at an Employment Tribunal
- pay Basic and Compensatory awards
- pursue a previous employee to recover possession of premises belonging to you
- pursue a previous employee following a breach of an express restrictive covenant

2 Taxation Proceedings

You have cover of up to £100,000 (apart from a business self assessment Aspect enquiry where the most we will pay is £2,000) for any one claim in respect of your professional fees and costs to represent you in:

- a business self assessment Full or Aspect Enquiry by HM Revenue & Customs
- an Employer Compliance Dispute with HM Revenue & Customs into your PAYE, National Insurance Contributions or Construction Industry Scheme affairs
- a VAT dispute with HM Revenue & Customs following a written decision, assessment or statement of alleged VAT arrears or a written notice of VAT default surcharge

3 Criminal Prosecution Defence

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

4 Damage to Premises

You have cover of up to £100,000 for any one claim in respect of your legal costs if legal action is taken in a dispute relating to physical damage caused to your business premises, which results in proven financial loss to you

Significant Exclusions or Limitations

- Any claim arising from disciplinary action against an employee or change to an employee's contract of employment where you have not sought and followed the advice of the Lawphone Legal Helpline before making the change to the employee's contract or before taking any action which leads to the giving of a formal warning or dismissal of an employee
- Any incident giving rise to a claim must occur at least three months after the start of the first period of insurance
- Any dispute with an employee who was subject to a written or verbal warning in the six month's before the start of the first period of insurance
- Any costs arising out of an internal disciplinary hearing or grievance
- Any claim relating to a breach of an express restrictive covenant where the employee was working his or her notice period before the inception of this cover
- An excess of £200 in respect of a business self assessment Aspect enquiry by HM Revenue & Customs
- Any IR35 enquiry by HM Revenue & Customs
- Any claims relating to HMRC Specialist Investigations or conducted under the HMRC Civil Investigation of Fraud or Criminal Investigations procedures
- Any claim relating to deliberate, reckless or careless mis-statements by you
- The defence of a prosecution relating to:
 - fraud, theft or other dishonesty; or
 - the ownership, possession or use of motor vehicles, aircraft, watercraft, trailers or caravans; or
 - any investigation by HM Revenue & Customs
- Damage arising out of a contract you have with another person or organisation

Commercial Legal Expenses – Policy Section 9 (continued)

Significant Features and Benefits

5 Data Protection

You have cover of up to £100,000 for any one claim in respect of your legal costs to:

- defend you in a civil dispute relating to the Data Protection Act 1998
- appeal against a refusal of an application for registration or alteration of your registered particulars
- appeal against an Enforcement, De-registration or Transfer Prohibition Notice
- pay compensation awards against you relating to the holding, loss or unauthorised disclosure of data under Data Protection legislation

6 Commercial Tenancy Agreement

You have cover of up to £100,000 for any one claim in respect of your legal costs to pursue your legal rights in a dispute relating to your commercial tenancy agreement

7 Statutory Licence Appeal

You have cover of up to £100,000 for any one claim in respect of your legal costs to appeal the withdrawal, restriction or suspension of your statutory licence

8 Pension Trustee Defence

You have cover of up to £100,000 for any one claim in respect of your legal costs to defend your legal rights as a trustee of a pension fund set up for the benefit of your employees

9 Employees Civil Defence

You have cover of up to £100,000 for any one claim in respect of your legal costs to defend your employees legal rights, arising out of their work, under legislation for unlawful discrimination

Significant Exclusions or Limitations

- The defence of a criminal prosecution
- Any dispute relating to your failure to register as a Data Controller
- Any disputes relating to rent or service charges, planning or building regulations or decisions
- Any dispute relating to the renewal of a lease or tenancy agreement
- Any dispute relating to the letting of premises for residential purposes
- Any appeal arising out of a hearing resulting from a commercial decision made by you
- Any appeal relating to a statutory licence which had been the subject of an appeal within the 12 months prior to the inception of this cover
- Any disciplinary or internal procedures (or appeals from those procedures) conducted by authorities who regulate you or your employees in the performance of normal activities relating to your business
- Any appeal relating to the first application for or renewal of your statutory licence

Commercial Legal Expenses – Policy Section 9 (continued)

Significant Features and Benefits

10 Personal Injury

You have cover of up to £100,000 for any one claim in respect of your legal costs to pursue your legal rights against another party who causes your death or bodily injury whilst you are engaged in your business

11 Jury Service Allowance

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

12 Contract Disputes – Below Small Claims Limit

Cover of up to £50,000 for any one claim in respect of your legal costs to pursue or defend disputes with a manufacturer or supplier or customer relating to the sale, purchase, hire, service, supply or repair of goods or the supply or purchase of a service

Additional Services available to all policyholders

Commercial Litigator Service – Contract Disputes above the Small Claims Limit in Great Britain

Access to free legal advice that will assess the merits of your business taking legal action against another person or organisation relating to a contractual dispute (including a professional negligence dispute)

This service will be provided by one of our chosen solicitor firms

Significant Exclusions or Limitations

- Any dispute between you and any of your employees

- The limit is £100 per day

- The amount in dispute must be at least £250
- The legal action must be taken in a Small Claims Court
- Any dispute which occurs in the first three months of the first period of insurance
- Any dispute to do with computers or lease or tenancy agreements
- Any dispute relating to the ownership, possession, hire or use of motor vehicles

- The legal action to pursue the dispute must be able to be taken within Great Britain
- The amount in dispute must be more than the Small Claims Limit in Great Britain
- This service provides up to 7 hours free work to assess your case. If more than 7 hours work is required to complete the assessment, the solicitor will offer to carry out that work at a cost that will be agreed with you before the work is carried out
- If the solicitor needs to incur expenses or other disbursements to provide you with the assessment, you will be responsible for those costs, which will be agreed with you before they are incurred
- This service will not be available in respect of disputes relating to:
 - libel or slander
 - debt recovery
 - employment contracts, partnerships or shareholdings
 - property (including intellectual property)
 - taxation, inheritance or trusts
 - insurance contracts; or
 - situations for which you have already received a legal opinion or taken legal action

Commercial Legal Expenses – Policy Section 9 (continued)

Significant Features and Benefits

Undisputed Debt Recovery Service

Access to this service which will pursue debts arising out of a contract and which are not disputed by the person or organisation that owes them to your business

The service is provided by DWF LLP for undisputed debts within England and Wales, and HBJ Claim Solution solicitors for undisputed debts within Scotland

Additional Benefits available to all policyholders

Lawphone Legal Helpline

Advice on any business related legal matter

Tax Advice Helpline

Advice on any tax matter affecting your business

The advice is provided by Abbey Tax Protection a trading division of Abbey Tax and Consultancy Services Ltd

Allianz Legal Online

Online support to help you produce legal paperwork in connection with your business

Allianz Legal Online is provided by Epoq Legal Ltd

Significant Exclusions or Limitations

- The legal action to recover the debt must be able to be taken within Great Britain
- The amount of the undisputed debt must be at least £250
- We will not cover any fees or expenses necessary to recover the undisputed debt. These fees and expenses will be confirmed to you before any work is undertaken to recover the undisputed debt
- This service does not apply where the person or organisation that owes the debt to your business has a realistic chance of defending the legal action you take to recover that debt

- Advice is only available over the telephone
- Advice only relates to your company's legal problems
- Advice will always be in accordance with the laws of England, Wales, Scotland and Northern Ireland

- Advice is only available over the telephone
- No advice is available in respect of tax planning
- Advice will always be in accordance with the taxation laws of England, Wales, Scotland and Northern Ireland

- This service is only available over the internet.
- The legal paperwork and guidance will always be in accordance with the laws of England, Wales, Scotland and Northern Ireland

Limit of Indemnity

- We will pay up to £1,000,000 for all claims first notified to us during the Period of Insurance

General Exclusions and Conditions

- Claims where there are no reasonable prospects of a satisfactory outcome
- Claims that are not reported to us during the period of insurance
- Any legal expenses incurred without our written consent
- At any time before we agree that legal proceedings need to be issued, we will choose the legal representative. You can only choose the legal representative if we agree that legal proceedings need to be issued or if a conflict of interest arises that means the legal representative chosen by us cannot act for you. This does not apply to claims where we may be liable to pay Awards of Compensation under Event 1a Employment Defence or Data Protection Compensation Awards under Event 5 Data Protection. In these circumstances we will always choose the legal representative
- If we agree to appoint a legal representative that you choose an excess of £500 will apply

How to Make a Claim

If you need to claim, please contact your insurance adviser in the first instance or alternatively you may contact Touchstone Underwriting as follows:

Post: Touchstone Underwriting Limited
Meridien House, 71 Clarendon Road
Watford WD17 1DS

Or you can notify Allianz Insurance plc of a claim by:

Telephone: Property claims **0344 412 9988**
Liability claims **0344 893 9500**

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

If you have a Commercial Legal Expenses claim you can notify Allianz Legal Protection by contacting Lawphone Legal Advice Helpline on **0344 873 7371** quoting the Master Policy reference shown in the policy schedule.

Post: The Claims Department
Allianz Legal Protection
2530 The Quadrant
Aztec West
Almondsbury
Bristol
BS32 4AW

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

Our claims helpline is available 24 hours a day, 7 days a week.

Please try to notify Us of a claim promptly after the incident, or immediately in the event of a serious accident, loss or damage.

Claims Details

Please have the following information available, where possible, when making a claim:

Property Claims

- Your contact information, including address and telephone numbers
- Policy type and Insurer Unique I.D.
- Date the loss occurred
- Location and description of the loss

Injury Claims

- Your contact information, including address and telephone numbers
- Policy type and Insurer Unique I.D.
- Date the loss occurred
- Name and address of injured party
- Description of the injury, where and how it occurred

Commercial Legal Expenses Claims

- Your contact information, including address and telephone numbers
- Master Policy reference shown in the policy schedule under Section 9 – Commercial Legal Expenses
- Brief summary of the problem

What to expect when making a claim

We aim to deal with your claim promptly and fairly. We will update you on the progress of your claim by email, mail or by phone – whichever you prefer.

Depending on the type of claim and value involved, we may:

- forward a claim form for you to complete and sign
- ask you for additional information
- appoint an independent loss adjuster to deal with your claim (loss adjusters are claims specialists who investigate large or complex claims, usually at the scene of an incident, to establish the cause of the loss and assist the insurer in dealing with your claim)
- arrange for a member of our claims team to visit you

Data Protection

Allianz Insurance plc together with other companies within the Allianz SE group of companies (“Allianz Group”) may use the personal and business details you have provided or which are supplied by third parties including any details of directors, officers, partners and employees (whose consent you must obtain) to:

- provide you with a quotation, deal with the associated administration of your policy and to handle claims;
- search credit reference, credit scoring and fraud agencies who may keep a record of the search;
- share with other insurance organisations to help offset risks, administer your policy, for statistical analysis, and to handle claims and prevent fraud;
- support the development of our business by including your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on our behalf.

Allianz Group may need to collect and process data relating to individuals who may benefit from the policy (“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 and/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 Allianz Group and that this fact is made known to the Insured Persons.

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

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

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

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

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

Telephone calls may be recorded for our mutual protection, training and monitoring purposes.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB.

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.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of your data and your insurance policy data in this way and for these purposes and that your directors, officers, partners, and employees have consented to our using their details in this way.

This policy is arranged and administered by Touchstone Underwriting Limited. Touchstone Underwriting Limited.
Part of the Seventeen Group. Registered in England No. 2264985. Authorised and Regulated by the Financial Conduct Authority.
Touchstone Underwriting Limited is not part of the Allianz Group. This policy is underwritten by Allianz Insurance plc.

www.allianz.co.uk

Allianz Insurance plc. Registered in England number 84638. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.
Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the
Prudential Regulation Authority. Financial Services Register number 121849.



5th Floor Meridien House
71 Clarendon Road
Watford
Herts
WD17 1DS
T: 01923 298 440
F: 01923 298 411
www.t-u-l.co.uk