





# Mid Corporate Business Combined Policy Overview

Arranged by



# **Policy Overview**

This is a policy overview 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 Mid Corporate Business Combined?

Mid Corporate Business Combined is designed to meet the demands and needs of someone wishing to insure the assets, earnings and legal liabilities of their business. Most covers are optional for your selection and the covers available are listed below.

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.

The start and end dates of the policy are detailed in the policy schedule.

#### **Covers Available**

Covers available

- Property Damage All Risks
- Money
- Specified All Risks
- Own Goods in Transit
- Business Interruption All Risks on an Estimated Gross Profit,
   Estimated Additional Cost of Working or Estimated Revenue basis
- Book Debts
- Employers Liability
- Public & Products Liability
- Terrorism
- Commercial Legal Expenses

#### How do I cancel the policy?

The policy may be cancelled at your request however you will not be entitled to a return premium. To cancel the policy, please contact the insurance adviser who arranged the policy.

#### 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

WD171DS

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: Allianz Claims

PO Box 10509 51 Saffron Road Wigston LE18 9FP

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.

# **Your Obligations**

You must make a fair presentation of the risk at inception, renewal and variation of the policy.

The premium is to be paid on request. Please speak to your insurance adviser about the options available for the payment of your premium.

Please periodically review the policy documentation to make sure that it meets and continues to meet your needs and that you understand it's 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. If you fail to do so your policy may not operate or not operate fully.

Please tell your insurance adviser as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance. If your circumstances change and you do not tell your insurance adviser, you may find that you are not covered if you need to make a claim.

You must tell us as soon as you can about any claim or incident that may lead to a claim. You, or anyone claiming under this policy, must not admit fault or responsibility or pay, offer or agree to pay any money or settle any claim without our permission.

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# 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.

# What is the law applicable to the contract?

Unless agreed otherwise all aspects of the policy including negotiation and performance are subject to English law and the decisions of English courts.

# How do I make a complaint?

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

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

Alternatively:

Phone: 01483 552438 Email: acccsm@allianz.co.uk

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

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

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: acccsm@allianz.co.uk. Alternatively, you can contact the Financial Ombudsman Service directly.

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

# **Optional Covers**

# Property Damage – All Risks 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 £2,000,000 or 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 10% 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 10% 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 £50,000 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 – All Risks 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 £50,000 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 £25,000 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

35% seasonal increase in stock sum insured

Cover for moulds, tools and dies up to £250,000 any one claim

Unauthorised use of supplies – covers the unauthorised use of metered supplies up to £50,000 any one period of insurance

Removal of Vermin or Vermin Nests – up to £5,000 any one claim

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

Contract Works - up to £500,000

Contractors Interest – up to £500,000

Continuing Interest and Hiring Charges £25,000

Inadvertent Omission to Insure – up to £1,000,000

Loss Minimisation and Prevention – up to £50,000

Further Investigation Expenses – up to £10,000

Property Stored elsewhere in the United Kingdom – up to £300,000

# **Significant Exclusions or Limitations**

# **Money – Policy Section 2**

#### **Significant Features and Benefits**

Crossed cheques and other non-negotiable money – maximum benefit £250,000

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

- 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
- shortage due to error or omission
- losses arising unless the key or keys to the specified safes or strongrooms are removed from the Premises , or is a person is authorised to hold such keys and that person lives on the Premises, that person removes all keys to that part of the Premises in which that person actually lives

# Money – Policy Section 2 (continued)

#### **Significant Features and Benefits**

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 *F*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, £50 per hour (then £1,000 per 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 or shortage due to depreciation, currency fluctuations or consequential loss or damage of any kind or description
- loss, damage, death, Accident, disablement or emotional stress arising outside of the United Kingdom

#### **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 £7,500 and 3 adults when in excess of £15,000 unless otherwise agreed by the Insurer in writing or amended by a clause applicable to this Section as specified in the Schedule

# **Specified All Risks – Policy Section 3**

#### **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

- 1 Damage caused by or arising from
  - a wear and tear, inherent defect
  - b rot, mildew, rust, corrosion, frost, pollution or contamination
  - c insects, woodworm, vermin
  - d dyeing, cleaning, repair, renovation
  - e electronic, electrical or mechanical breakdown, failure or derangement
  - f faulty manipulation, design, plan, specification or materials
  - g gradual deterioration, market depreciation
  - h consequential loss or damage of any kind or description
- 2 Damage to Property Insured caused by its undergoing any process involving the application of heat
- B Damage suffered by the Insured as a result of being deceived into knowingly parting with Property
- 4 Damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

# Specified All Risks – Policy Section 3 (continued)

#### **Significant Features and Benefits**

# **Significant Exclusions or Limitations**

- 5 Damage directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number of denote
  - a date including the failure a correctly to recognise any date as its true calendar date
  - b to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
  - c to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date
- 6 Damage not occurring within the Territorial Limits specified in the Schedule
- 7 After the application of all other terms and conditions of this Section and the Policy including any Underinsurance (Average) Basis of Settlement Adjustment, and in respect of each separate Premises, the amount of the Excess specified in the Schedule.

# **Own Goods in Transit – Policy Section 4**

#### **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  $\pounds 5,000$  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 £10,000 any one claim

- 1 Loss or damage in respect of property more specifically insured.
- 2 Loss or damage due to
  - a depreciation, deterioration or contamination, unless caused by accident to the conveying vehicle
  - b inherent vice, leakage or ordinary loss in weight or volume
  - bruising, scratching, chipping, denting, rust, oxidisation or discolouration.
  - d mechanical or electrical breakdown, failure or derangement
  - faults in processing or the insufficiency or unsuitability of packing or preparation
  - f Delay or loss of market confiscation or detention by Customs or other officials.
- 3 Damage to the contents of any package not involving outward and visible damage to the package.
- 4 Loss or damage due to theft of Goods from any Unattended Vehicle, unless such Vehicle has all points of access closed and secured by all locks and other protections and all keys have been removed from such Vehicle.

# Own Goods in Transit – Policy Section 4 (continued)

# **Significant Features and Benefits**

#### **Significant Exclusions or Limitations**

- 5 Loss or damage in respect of jewellery, precious stones, precious metals, bullion, furs, works of art, rare books, **Money**, bonds, securities of any description, deeds, documents, manuscripts, business books, plans, designs, livestock or **the Insured's** own machinery and plant (other than tools if specified as included in the **Schedule**).
- 6 Loss or damage directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date, including the failure to
  - i correctly to recognise any date as its true calendar date
  - ii to recognise, capture, save, retain, store and/or correctly to manipulate, interpret, calculate or process any date or information or command or instruction as a result of treating any date otherwise than as its true
  - iii to recognise, capture, save, retain, restore, and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date

#### **Conditions**

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

# Business Interruption – Policy Sections 5, 6 or 8 (as selected)

Section 5: All Risks - Estimated Gross Profit

Section 6: All Risks - Additional Cost of Working

Section 8: All Risks - Estimated Revenue

#### **Significant Features and Benefits**

Loss of Gross Profit Revenue or Additional Cost of Working 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 10% of the sum insured or £150,000, whichever is less

- 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 Sections 5, 6 or 8 (as selected) (continued)

Section 5: All Risks – Estimated Gross Profit
Section 6: All Risks – Additional Cost of Working

Section 8: All Risks - Estimated Revenue

#### **Significant Features and Benefits**

Unspecified customers – damage at your customers premises which causes interruption to your business – up to 10% of the sum insured or £100,000, whichever is less

Contract sites – damage at any contract site the insured is working at that causes interruption to your business – up to 10% of the sum insured or £150.000, 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 £50,000

Property stored – property of the Insured that is kept elsewhere than at your premises up to 10% of the sum insured or £150,000 whichever is the less

Supply undertakings – Provides cover arising from damage at the premises of electricity, gas, water or telecommunications services, up to £10,000,000

#### Property

#### A at any land based premises

- B Comprising any land based connecting cable, pipe or pylon to the terminal connecting point at the Premises of any supply undertaking service provider or producer for which the Insured obtains:
  - i electricity (including generating stations or sub-stations)
  - ii gas (including any natural gas producer linked directly therewith)
  - iii water (including works and pumping stations)
  - iv telecommunications services (excluding intranet or extranet services)
  - other telecommunication services (including intranet or extranet services)

Each with a limit of £10,000,000

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

Research and development costs – up to £25,000

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 £30,000

Transit – Property of the Insured whilst in Transit by road, rail or inland waterway but only in respect of Business Interruption due to or arising from a Specified Event. Limit 10% of the sum insured or £150,000 whichever is the less

#### **Significant Exclusions or Limitations**

The Insurer shall not be liable for nay Business Interruption

- a which does not involve a cessation of supply for at least two (2) consecutive hours
- b caused by or arising from or attributable to any overhead transmission and distributing lines and their supporting structures, other than those within one (1) mile of the Premises

# Business Interruption – Policy Sections 5, 6 or 8 (as selected) (continued)

Section 5: All Risks – Estimated Gross Profit

Section 6: All Risks - Additional Cost of Working

Section 8: All Risks - Estimated Revenue

#### **Significant Features and Benefits**

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

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

#### **Significant Exclusions or Limitations**

# **Book Debts – Policy Section 7**

#### **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  $\pounds500,000$ 

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

# **Employers', Liability – Policy Sections 9**

#### **Significant Features and Benefits**

# **Significant Exclusions or Limitations**

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

#### **Territorial Limits**

- The United Kingdom.
- Elsewhere in the world for employees resident in the United Kingdom but temporarily employed elsewhere.

#### Legal and other Costs and Expenses

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

#### Health and Safety at Work - Legal Defence Costs

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

#### **Unsatisfied Court Judgements**

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

#### **Court Attendance Compensation**

Covers attendance as a witness in connection with a claim:

- Director/partner £750 for each days' attendance
- Employee £250 for each days' attendance

#### Corporate Manslaughter and Homicide

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

# Public and Products Liability – Policy Section 10

#### **Significant Features and Benefits**

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

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

#### **Territorial Limits**

- the United Kingdom
- in respect of Injury, loss or damage caused by or arising from
  - manual and non-manual work occurring during any temporary visit or journey anywhere in the world (other than the United States of America or Canada) and
  - ii non-manual work occurring during any temporary visit or journey to the United States of America or Canada by any partner, director or Employee of the Insured normally resident within the United Kingdom
- anywhere in the world in respect of Products

#### Legal and other Costs and Expenses

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

#### Health and Safety at Work - Legal Defence Costs

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

#### **Court Attendance Compensation**

Covers attendance as a witness in connection with a claim:

- Director/partner £1000 for each days' attendance
- Employee £500 for each days' attendance

#### Corporate Manslaughter and Homicide

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

#### **Significant Exclusions or Limitations**

- injury to any employee
- loss of or damage to property belonging to you or in your charge or control except premises occupied by you for temporary work
- liability for loss or damage to goods sold, supplied, delivered, installed or erected or the cost of recalling or refunding a defective product or replacing, repairing or reinstating faulty work
- liability arising out of ownership, possession or use of any mechanically
  propelled vehicle or attached trailer where motor insurance is required
  by law or any aircraft or water craft other than hand-propelled or sailing
  craft or those used for business entertainment purposes in inland waters
- liability arising out of error or omission in any advice, design, formula, specification, inspection, certification or testing performed for a fee
- in respect of injury, loss or damage arising from products:
- liability which attaches solely under the terms of an agreement
- installed or incorporated in aircraft or spacecraft
- claims made in any country outside the European Union if you have premises or representation in that country
- injury, loss or damage arising from manual work carried out away from the premises, and undertaken in the United States of America or Canada
- loss or damage to contract works undertaken under a contract or liability under JCT Contract Clause 6.5.1
- injury, loss or damage arising from products exported to the USA or Canada
- any liability in respect of pollution or contamination:
- in the USA or Canada
- elsewhere unless due to a sudden, identifiable, unintended and unexpected incident
- fines, penalties or liquidated, aggravated, punitive or exemplary damages
- work on an offshore installation or travelling to or from
- Terrorism Cover

Cover for acts of Terrorism is limited to £5M or the amount stated in the policy schedule which ever is the lower.

• The Excess

Please refer to your policy schedule

# Terrorism – Policy Section 11

#### **Significant Features and Benefits**

Covers your business against losses suffered as a result of an act of terrorism  $% \left( x\right) =\left( x\right) +\left( x\right) +\left($ 

Includes losses incurred through:

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

- 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 12

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**

The cover provided under this Section covers Claims where the Insured

- first receives notification they need to defend a claim from a third party;
   or
- first becomes aware they need to pursue a claim against a third party;
   and

notifies the Insurer during the Period of Insurance.

Limit of Indemnity

You have cover of up to £100,000 for any one claim in respect of your legal costs you need to take or defend legal action relating to your business for all claims except:

- Business Aspect Enquiry which is £2,000 any one claim;
- Jury Service Allowance and Witness Attendance Allowance which are £5,000 any one claim

The aggregate limit of indemnity for all Claims first notified to the insurer during the period of insurance is  $\pounds1,000,000$ 

#### **Significant Exclusions or Limitations**

- Employment issues where you have not sought and followed the advice of the Lawphone Legal Helpline before making significant changes to an Employee's contract or taking any action which leads to the giving of a formal warning or dismissal of an employee
- Any dispute arising from an agreement the Insured enters into to let the Premises for residential purposes.
- The pursuit by the Insured of an Undisputed Debt.
- Any claim relating to deliberate, reckless or careless mis-statements by you
- Claims where there are no reasonable prospects of a satisfactory outcome
- 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 or Data Protection Compensation Awards. In these circumstances we will always choose the legal representative

#### Additional Benefits available to all policyholders

#### Lawphone Legal Helpline

Advice on any business related legal matter

- 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 Great Britain and Northern Ireland

#### 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

- 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 Great Britain and Northern Ireland

#### **Allianz Legal Online**

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

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

#### Additional Services available to all policyholders

#### **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

- 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

# Commercial Legal Expenses – Policy Section 12 (continued)

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	Significant Exclusions or Limitations
Solicitor Employment Support Service  This service will provide you with the use of a solicitor to carry out, on your behalf:  • a redundancy programme; or  • an internal disciplinary hearing or grievance hearing relating to an Employee.  This service is available if the Lawphone advisor decides you would benefit from this service and is provided by DWF LLP	There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy
<ul> <li>Specialist Legal Support Service</li> <li>This service will provide you with access to a specialist solicitor if</li> <li>Lawphone is unable to assist with the legal problem because it is specialist in nature; or</li> <li>the claim is not covered by the legal expenses section; or</li> <li>you require a full legal review of your business.</li> <li>This service is provided by DWF LLP</li> </ul>	There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy
<ul> <li>Crisis Response</li> <li>This service will provide you with access to</li> <li>a range of services to provide support to prepare for, and deal with, a business crisis.</li> <li>crisis management training, reviews and a bespoke crisis management plan.</li> <li>This service is provided by DWF LLP</li> </ul>	There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy

# 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: Allianz Claims PO Box 10509 51 Saffron Road Wigston LE18 9FP If you have a Commercial Legal Expenses claim you can notify Allianz Legal Protection by contacting the Lawphone Legal Advice Helpline on **0344 873 7371** quoting the five digit Master Policy Reference shown in the Commercial Legal Expenses section in the policy schedule.

Post: The Claims Department Allianz Legal Protection

Allianz-ALP PO Box 10623 Wigston LE18 9HJ

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**

#### **Injury Claims**

numbers
Policy type and Insurer Unique I.D.
Date the loss occurred

Your contact information, including address and telephone

# ☐ 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 unde
Section 9 – Commercial Legal Expenses

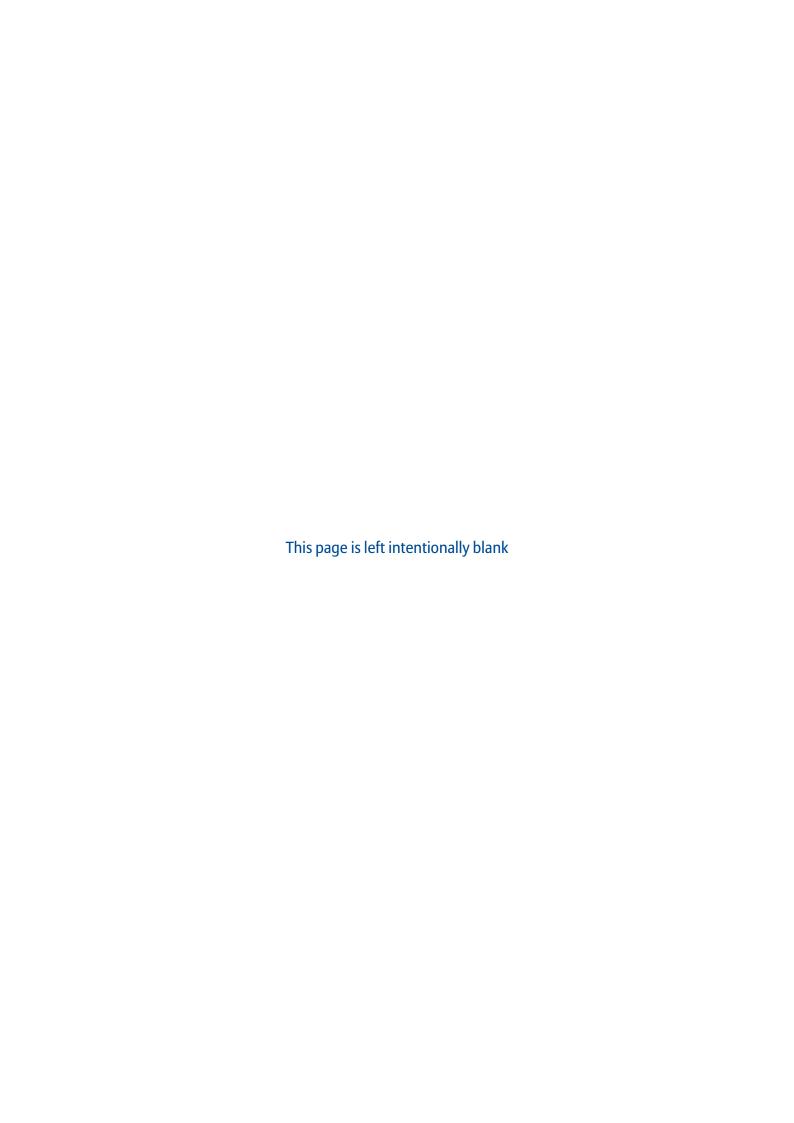
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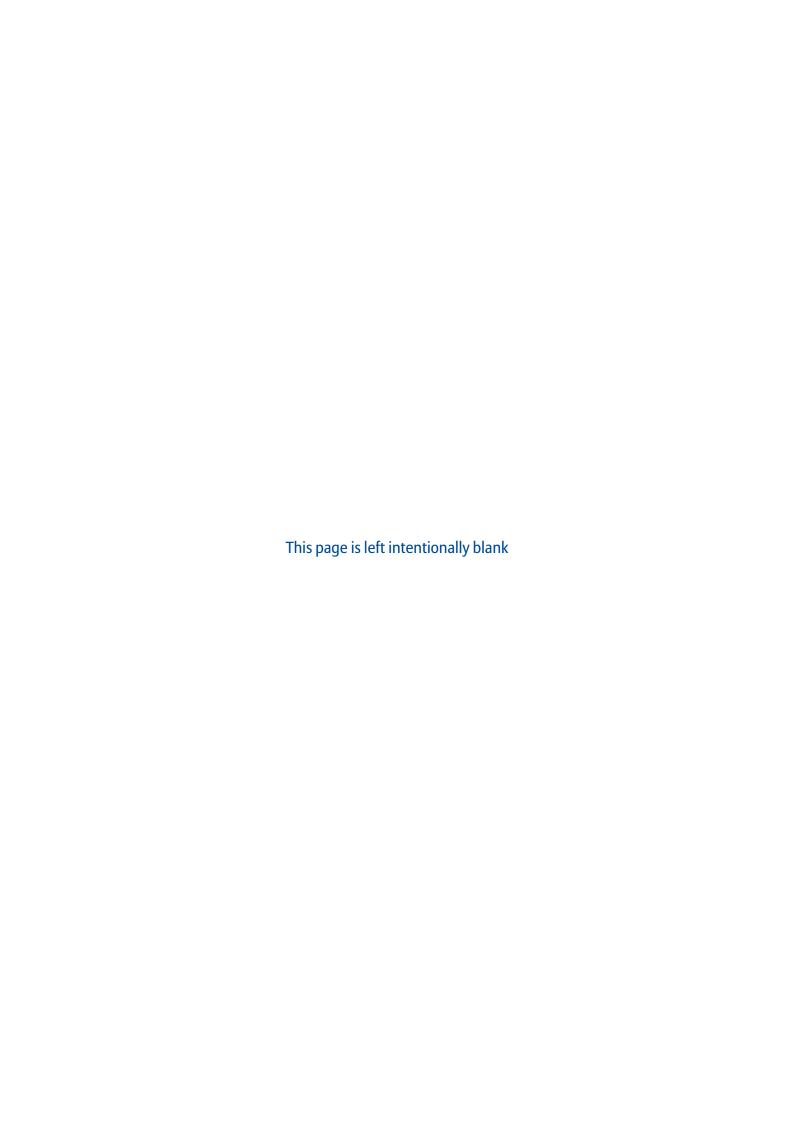
# What to expect when making a claim

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







Prudential Regulation Authority. Financial Services Register number 121849.

## Arranged by



5th Floor Meridian House 71 Clarendon Road Watford WD17 1DS

Touchstone Underwriting is a trading name of Touchstone Underwriting Limited Authorised and regulated by the Financial Conduct Authority.

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