

Contractors Insurance Policy Summary





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Thank you for choosing Allianz Insurance plc. We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

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

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

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

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IMPORTANT
Should you need further details or have any questions NICEIC
Insurance Services will be happy to help.

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 are available on request.

What is Contractors Insurance?

The Contractors Insurance product is designed to meet the demands and needs of someone wishing to insure the assets and legal liabilities of their business.

The product design provides value because in addition to the Core Covers of Public Liability, Efficacy, Financial Loss and Professional Indemnity, it allows business owners to buy optional covers that meet their specific needs, such as Employers' Liability, Tools, Contract Works, Personal Accident and Sickness, Property Damage, Goods In Transit, Commercial Legal Expenses and Directors and Officers Liability. In addition there are free benefits which some business owners may need such as business support helplines and on-line risk management support.

Contractors Insurance is underwritten by Allianz Insurance plc (Allianz).

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.

How do I cancel the policy?

To cancel the policy, please contact NICEIC Insurance Services.

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, you will be entitled to a return of premium calculated on a pro-rata basis. This is subject to certain terms and conditions, full details of which can be found in the policy booklet.

How do I make a claim?

If you need to claim, your dedicated claims team will help and guide you through the process.

You can notify us of a claim by:

Telephone: **0344 893 9598** Fax: **0344 856 2005**

Our Claims advisors are available 9am to 5pm Monday to Friday, outside of these hours you will be given the option to access our Emergency Assistance Service.

Online

To notify Allianz of a claim online, or for guidance on what information Allianz will need to make the claim process as quick and as easy as possible, please visit allianz.co.uk/claims.

Email (new claims only):

Property Claims: newpropertyclaims@allianz.co.uk
Injury Claims: CasualtyL@allianz.co.uk

Post: Allianz Claims
PO Box 10509
51 Saffron Road
Wigston
LE18 9FP

Please have your policy number to hand and as much information about the claim as possible. For further information please see the section How to Make a Claim.

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 NICEIC Insurance Services 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 NICEIC Insurance Services. If you fail to do so your policy may not operate or not operate fully.

Please tell NICEIC Insurance Services 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 NICEIC Insurance Services, 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.

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 unableto meet our liabilities. Further information about compensation scheme arrangements is available at 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:

Telephone: 01483 552438

Email: commercialcomplaints@allianz.co.uk

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.

The Financial Ombudsman Service Exchange Tower London E14 9SR

Website: <u>financial-ombudsman.org.uk</u>
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.

Full details of our complaints procedure can be found in your policy booklet.

Core Covers

Public Liability – Policy Section 1

Significant Features and Benefits

Covers legal liability to third parties for accidental injury or damage to material property up to the limit of indemnity shown in the schedule.

Efficacy – covers you against liability arising out of advice, design, plan or specification of theft or fire protection devices or systems installed or repaired by you up to a limit of £100,000.

Financial Loss – covers you against liability arising out of accidental financial loss up to a limit of £50,000.

Principal/Employer Extension – cover extends to include the legal liabilities of anyone you are carrying out work for under a contract in respect of that work.

Health and Safety at Work Legal Defence Costs – provides legal and other costs incurred in defending prosecutions.

Contingent Motor Liability – covers you against liability for motor vehicles not owned or provided by you in connection with the business.

Court Attendance Compensation – covers court attendance as a witness by any partner, director or employee in connection with a claim.

Limits are:

- £750 for each days attendance for partners and directors
- £250 for each days attendance for an employee.

Data Protection Legislation Cover – provides protection up to a limit of £500,000 in any one period of insurance.

Fee for Intervention – covers you against liability to pay a Fee for Intervention to the Health and Safety Executive as a result of a material breach of health and safety law, up to £1,000 each claim.

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 of or damage to goods sold, supplied, delivered, installed or erected.
- The cost of recalling or refunding a defective product or rectifying faulty work.
- Liability arising out of ownership, possession or use of any mechanically propelled vehicle and attached trailer (other than the operation of mechanical plant as a tool) or any water craft, aircraft or spacecraft.
- Liability arising out of error or omission in any advice, design, formula, specification, inspection, certification or testing performed for a fee.
- Loss or damage to contract works undertaken under a contract or under JCT Clause 6.5.1.
- Loss or damage due to pollution or contamination unless caused by a sudden and unintended 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.
- Manual work undertaken outside of the EU.
- Work on an offshore installation or travelling to or from
- Excesses as follows:
 - Third party property damage £250
 - Escape of water £500
 - Use of heat £500
 - Damage to underground services £500
- Liability in any way caused by, arising from or contributed to by exposure to or inhalation of asbestos.

Financial Loss excludes liability resulting from:

- any deliberate act or omission by the Insured
- fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement, breach of contract, injurious falsehood or passing off of or infringement of trademark, trade name, merchandise mark, registered design, copyright or patent right or negligent misstatements

Core Covers (continued)

Public Liability - Policy Section 1 (continued)

Significant Features and Benefits

Locks and Keys – cover extends to include legal liability as a direct result of keys and electronic passcards to a customers' premises being lost, up to £10,000 any one claim and £50,000 in any one period of insurance.

Temporary Employees – cover extends to include up to 3 temporary employees for a total of no more than 100 days work in any one period of insurance.

Significant Exclusions or Limitations

- · any act of libel or slander or defamation
- financial loss arising out of advice, design, formula, plan or specification given separately for a fee or other remuneration
- financial loss arising out of the inspection or certification of electrical systems or installations unless such systems or installations have been installed, maintained or repaired by the Insured.

Conditions

Fire Precautions

When using heat equipment or angle grinders, cover is subject to you, your employees or any sub contractors complying with this condition which has specific requirements for safe working and additional precautions that must be taken to prevent fire. If you fail to comply your policy may not operate.

Underground Services Risk Management

When carrying out any digging or excavation work, cover is subject to you, your employees or any sub contractors complying with this condition which has specific requirements that must be taken to prevent damage to underground services. If you fail to comply your policy may not operate.

Bona Fide Subcontractors

You must ensure that any bona fide sub contractors used by you have Employers' Liability and Public Liability insurance in force, with a minimum Limit of Indemnity of £1,000,000 for Public Liability. If you fail to comply your policy may not operate.

Flammable Solvents

Whenever solvents or glues with a flash-point below 23 degress Centigrade are used away from your own premises, cover is subject to no smoking taking place, no appliance for the application of heat is to be used, naked flames are to be extinguished and adequate ventilation must be maintained. If you fail to comply your policy may not operate.

Core Covers (continued)

Professional Indemnity – Policy Section 9

Significant Features and Benefits

Professional Indemnity Insurance – provides indemnity for losses arising from civil liability (including liability for claimant's costs and expenses incurred) arising in connection with your professional services including:

- · breach of professional duty
- · infringement of copyright or intellectual property rights
- breach of confidentiality
- defamation
- and other types of civil liability, unless specifically excluded.

Limit of Indemnity – £300,000 in the aggregate during the period of insurance.

Defence Costs – are not in addition to the Limit of Indemnity and are subject to the excess.

Insured Person – cover extends to include you, past and present partners (or members of limited liability partnerships), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy.

Fraud and Dishonesty Cover – liability of your business to any third party resulting from fraudulent or dishonest conduct of any employee unless condoned by a partner or director.

Lost Documents – costs of replacing or restoring documents lost or damaged in your custody or control up to a maximum of \pounds 50,000 in the aggregate during the period of insurance.

Court Attendance Cover – if attending court as a witness by any principal, partner, member, director or employee when defending a claim, at a rate of £300 per person per day (£150 per person per day for employees) is applicable.

Significant Exclusions or Limitations

Claims Made Wording

- The insurance covers claims first made against you, and/or circumstances that may lead to a claim, notified to us during the period of insurance.
- Claims or circumstances which might give rise to a claim must be notified to us in writing as soon as reasonably possible and during the period of insurance.

Excess – the insurance will be subject to an excess of;

- £1,000 in respect of claims for Lost Documents
- £250 all other claims

which are the amounts you must contribute towards settlement of a claim.

No excess applies to Court Attendance Cover.

- Bodily injury/property damage unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing your professional services.
- Contractual Liability except to the extent such liability would have attached to you in the absence of such contractual duty, term or agreement.
- Claims which should be insured under other types of insurance such as Directors and Officers Liability, Employers' Liability and Employment Practice Liability.
- Insolvency, liquidation, administration or receivership of your business.
- Manufacturing defect in any product.
- Fitness for purpose arising out of, based upon or attributable to any of the following:
 - i where the contract for the works has not defined the intended purpose and use of such works;
 - ii any unforeseen ground conditions;
 - iii process engineering other than where the process engineering relates to the structured integrity of the works;
 - iv Pollution; or
 - v defective workmanship or materials.

This exclusion shall only apply in respect of any fitness for purpose warranty.

Core Covers (continued)

Professional Indemnity – Policy Section 9 (continued)

Significant Features and Benefits

Mitigation Cover – costs incurred for remediation or mitigation of a loss or potential loss that may otherwise result in a claim subject to specific requirements.

Collateral Warranty Cover – claims arising from any collateral warranties, duty of care or similar agreements provided by you, to the extent that such liability would have attached to you in the absence of such contractual duty, term or agreement.

Fitness for Purpose Cover – claims arising out of any fitness for purpose warranty solely with respect to the design and/or specification of any works. Provided that the fitness for purpose warranty is in accordance with practice conventionally accepted as appropriate at the time of the execution of the works having regard to the size, scope and complexity of the project.

Health & Safety Legislation Cover – reasonable costs and expenses incurred with our prior written consent for defence of any proceedings first brought against you under the Health & Safety Legislation by any regulatory body or similar body where in our opinion defending such proceedings could prevent a concurrent or subsequent claim. Provided that we shall not be liable to pay:

- unless the proceedings shall have arisen from a wrongful act committed by you in the performance of your professional services; or
- **b** where there is a subsequent plea of finding of guilt on the part of you; or
- **c** where in our opinion on the balance of probabilities the proceedings are unlikely to be defended successfully.

Cover is subject to a Sub-limit of Liability of 80% of the Defence Costs incurred up to a maximum amount of £250,000 in the period of insurance.

Significant Exclusions or Limitations

- · Previous claims or circumstances.
- Prior Acts (before the Retroactive Date stated in your Statement of Fact).
- Losses arising out of a cyber event.
- Losses attributable to composite panels, external wall systems or fire safety.
- Losses in connection with any basements or swimming pools.

Optional Covers

Employers' Liability – Policy Section 2

Significant Features and Benefits	Significant Exclusions or Limitations
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.	 Work on an offsore installation or travel to or from. Liability arising out of the operation of a sling or cradle. Injury to any employee where motor insurance is required by law.
Indemnity to other parties – cover extends to include:	
 Members of your canteen, social, sports or welfare organisation or ambulance, first aid or fire services Your partners, directors or employees Anyone for whom you are carrying out work under any contract. 	
Health and safety at work legal defence costs – provides legal and other costs incurred in defending prosecutions.	
Court attendance compensation – covers attendance as a witness in connection with the defence of a claim.	
Limits are:	
 £750 for each days attendance for partners and directors £250 for each days attendance of an employee. 	

Tools - Policy Section 3

Significant Features and Benefits

Cover for loss of or damage to hand tools, hand held portable power tools or their parts or items of portable electronic equipment. Optional cover for sums insured of:

- £1,500
- £2,500
- £5,000
- £7,500
- £10,000
- Single article limit of £1,500.

Significant Exclusions or Limitations

- Theft or theft damage of tools:
 - by you or any partner director family member or anyone employed by you
 - left unattended unless stored in a securely locked building or in a motor vehicle, trailer, room or box and there is evidence of forcible and violent entry to or exit from the motor vehicle, trailer, room or box
- Theft or attempted theft of portable computers and ancillary equipment or portable telecommunication equipment from unattended vehicles unless the vehicle is securely locked and such items are hidden from view.
- Loss due to unexplained disappearance or inventory shortage.
- Wear and tear, depreciation, electrical or mechanical breakdown, failure or breakages.
- Loss or damage to any mechanically propelled vehicle or waterborne vessel or craft.
- Loss or damage outside of the EU.

Excesses as follows:

- £250 for theft or attempted theft from any unattended motor vehicle or trailer not contained in a securely locked building or guarded security park
- £100 for all other losses.

Contract Works - Policy Section 4

Significant Features and Benefits

Covers loss or damage to:

- contract works up to the contract price limit
- own plant
- hired in plant.

Limits of cover available:

Contract Works (Optional)

- £100,000
- £250,000
- £500,000

Own Plant (Optional)

- £10,000
- £25,000
- £50,000

Hired in Plant (Optional)

- £10.000
- £25,000
- £50,000

Inflation Protection – up to an amount not exceeding 10% of the sum insured.

Removal of Debris – the cost of removal of debris up to 10% of the sum insured.

Property Stored – damage to site materials which are to be incorporated within the contract works whilst temporarily stored anywhere within the EU where the Insured is responsible for them under contract conditions.

Re-drawing Plans and Documents – up to £25,000 any one claim or any one period of insurance for damage to plans, drawings and specifications whilst on any contract site within the EU, to cover the costs of stationery and clerical labour involved in their reproduction.

Continuing Hire Charges – up to £25,000 any one period of insurance for damage to hired in plant.

Significant Exclusions or Limitations

- Loss or damage to any mechanically propelled vehicle(other than the operation of mechanical plant as a tool) or any aircraft, locomotive or water craft.
- Loss or damage to part of any structure which existed prior to the start of the contract works, or property more specifically insured.
- Property for which you have no responsibility under contract conditions.
- Plant, tools and temporary buildings on hire unless under the Construction Plant-hire Association Model Conditions.
- Defects in design, plan, specification, materials or workmanship.
- Loss or damage due to mechanical or electrical breakdown or derangement, wear, tear, or other deterioration, unexplained disappearance or inventory shortage, trees, shrubs and plants caused by frost or the failure to germinate.
- · Computer equipment in excess of £2,500.
- Caused by pollution or contamination.
- Liquidated damages or penalties for non-completion or delay in completion of the contract works or for non-compliance with contract conditions or consequential damage of any kind
- Loss or damage arising out of use or occupation of the contract works by any owner, occupant or tenant.
- · Loss or damage outside the EU.
- Excesses as follows:
 - £500 for theft, attempted theft or malicious damage
 - £250 for any other loss.
- Loss of money.
- The site of any contract works involving work on waterways or motorways.
- The site of any contract works where work has been stopped for a period of 3 consecutive months due to any cause.

Contract Works - Policy Section 4 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Expediting Costs – Up to 10% of the contract price (maximum £25,000) following damage for additional costs of overtime, weekend and shift working hours, bonus payments, plant hire charges or express delivery reasonably incurred to expedite reinstatement or replacement or repair to contract works.	
Employer's Interest – the interest of any employer for whom you are carrying out a contract.	
Professional Fees – the maximum contract price includes architects', surveyors', consulting engineers' and other fees.	

Personal Accident and Sickness – Policy Section 5

Significant Features and Benefits			Significant Exclusions or Limitations
Covers you or your partners or work accidents occurring at work or in lei A choice of two Levels of Cover: Accidental Death Permanent Total Disablement Loss of Sight in both eyes Loss of Limb (two limbs) Loss of Sight in one eye Loss of Limb (one limb) Loss of Hearing in both ears Loss of Speech Loss of Hearing in one ear Quadriplegia Paraplegia Permanent loss of use of the follow	£30,000 £50,000 £30,000 £30,000 £30,000 £15,000 £15,000 £15,000 £15,000 £3,000 £100,000	Level 2 £50,000 £100,000 £50,000 £50,000 £25,000 £25,000 £25,000 £25,000 £200,000 £100,000	 Caused by or due to a pre-existing injury, illness, disease, sickness or related condition and/or associated symptoms whether specifically diagnosed or not. Aviation other than as a fare paying passenger. Due to suicide, intentional self injury, insanity or the influence of alcohol or drugs, pregnancy or childbirth, sexually transmitted diseases or HIV including AIDS. Work on an offshore installation or travelling to or from. Weekly compensation is limited to 65% of earnings and is not payable for the first 2 weeks of temporary disablement or sickness. An event accumulation limit of £750,000 applies. Sickness resulting from a member failing to follow the advice of a doctor.
member has survived for at least 1	_		
Loss of use of a shoulder, elbow, hip, knee, wrist, thumb or ankle	£5,000	£10,000	
Loss of use of a finger or big toe	£3,000	£5,000	
Loss of use of any other toe	£1,000	£2,000	
Weekly Compensation:		per week	
Temporary Total Disablement	£250	£500	
Temporary Partial Disablement	£150	£250	
Sickness (Optional)	£250	£500	

Personal Accident and Sickness - Policy Section 5 (continued)

Hospitalisation – benefits for inpatient hospitalisation of more than 24 hours subject to a maximum of: Level of Cover Level 1 Level 2 The first 24 hours Nil Nil Day 2 to 14 Day 2 to 14 Day 2 to 14

Significant Features and Benefits

 Day 2 to 14
 £50 per day per day

 Day 15 single payment of
 £500 £1,000

 Day 16 to 44
 £50 £100 per day

 Day 45 onwards
 Nil Nil

Burns – compensation for accidental bodily injury resulting in third degree burns affecting more than 15% of the body subject to a maximum of:

Level of Cover Level 1 Level 2 £500 £1,000

Dislocation – compensation for accidental bodily injury resulting in dislocation of joints subject to a maximum of:

Level of Cover	Level 1	Level 2
Spine; back; hip	£125	£250
Knee; ankle; shoulder; collar bone; elbow; wrist	£50	£100
Any other joint	£25	£50

Fracture – compensation for accidental bodily injury resulting in the fracturing of a bone subject to a maximum of:

Level of Cover	Level 1	Level 2
Upper leg; vertebral body; Pelvis; Sku	ll £250	£500
Vertebra other than vertebral body; lov	ver	
leg; lower jaw; breastbone; shoulder	£125	£250
blade; kneecap; upper arm; lower arm		
Lower leg; hand (metacarpals); foot;		
(metatarsals); clavicle; coccyx; wrist;	£50	£100
(carpals) and Colles' fracture ankle	130	LIOO
(tarsals) and Pott's fracture		

Independent Financial Advice – following death or permanent disability up to £1,000 for up to 2 sessions of professional financial advice.

Parasport Equipment – following accidental bodily injury, up to £10,000 for the cost and associated expenditure of specialist equipment for the purpose of participation in a sport that forms part of a rehabilitation plan under the supervision of a doctor.

Significant Exclusions or Limitations

- Sickness within 28 days of cover commencing unless the member was covered by another sickness insurance immediately before sickness cover commenced.
- Sickness as a result of a medical condition which is not a normal symptom of pregnancy or childbirth.
- Sickness contracted by a member who is 75 years of age at the start of a period of insurance.

Age Limitation

- Sickness cover (if selected) will terminate at the end of the insurance period during which the age of 75 is attained.
- All cover will terminate at the end of the insurance period during which the age of 80 is attained.

Commercial Legal Expenses – Policy Section 6

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 £250,000 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 £1,000,000.

Significant Exclusions or Limitations

- Any cause, event or circumstance occurring prior to, or existing at the inception or renewal of this section which the Insured knew, or ought to have known, may give rise to a claim.
- 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 (including redundancy) 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.

Commercial Legal Expenses – Policy Section 6 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Additional Benefits	
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 Markel Tax a trading division of Markel 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 Jackson Boyd 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
Solicitor Employment Support Service This service will provide you with the use of a solicitor to carry out a redundancy programme, on your behalf. 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.

Commercial Legal Expenses – Policy Section 6 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Specialist Legal Support Service This service will provide you with access to a specialist solicitor if:	There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy.
 Lawphone is unable to assist with the legal problem because it is specialist in nature; or the claim is not covered by the legal expenses section; or you require a full legal review of your business. 	
This service is provided by DWF LLP.	
Crisis Response This service will provide you with access to:	 There is an additional charge to use this service which is payable by you and not covered by the legal
 a range of services to provide support to prepare for, and deal with, a business crisis. crisis management training, reviews and a bespoke crisis management plan. 	expenses policy.
This service is provided by DWF LLP.	

Property Damage – Policy Section 7

Significant Features and Benefits	Significant Exclusions or Limitations
 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, Impact by vehicles or animals, Escape of oil Theft or attempted theft following forcible and violent entry to or exit from your premises Accidental damage Sprinkler leakage (if selected). Subsidence, ground heave or landslip (if selected). 	 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 excludes damage to property in the open. Storm, tempest or flood excludes damage to fences and gates.

Property Damage – Policy Section 7 (continued)

Significant Features and Benefits

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

Public authorities – the costs incurred in rebuilding or repairing the property to a standard required by the authorities.

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

Removal of debris costs – the cost of removing debris following damage to the property insured.

Fire Extinguishers, Sprinklers and Security Equipment

– covers the costs of re-filling, recharging or replacing fire extinguishers, fire suppression systems or sprinkler heads and having fire/intruders alarms or CCTV equipment re-set following damage. Up to £25,000 any one claim.

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

Money – Cash and other negotiable money (any one claim):

- on the premises during business hours, in transit or in a bank night safe up to £5,000
- out of safe outside business hours in the premises up to £500
- in your personal custody or that of an employee up to £500.

Significant Exclusions or Limitations

- 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.
- Corrosion, rust, wet or dry rot, dampness, vermin or insects.
- 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.

Excesses as follows:

- a minimum of £1,000 for subsidence, ground heave or landslip
- £250 for any other claim.

Money cover excludes:

- loss of money 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 of money from any unattended vehicle.

Property Damage – Policy Section 7 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
	Unoccupied Buildings Conditions 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 the 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 requirements
	and ensure that the property is secured against unlawful entry and that all security protections are put into effect. Money Conditions
	 Whenever the premises are closed for business the safe keys must be removed from the premises. All cash registers, safes and other money containers are to be secured and locked whenever such containers are left unattended during business hours. Money in transit must be accompanied by 2 adults when in excess of £3,000.

Goods In Transit – Policy Section 8

Significant Features and Benefits	Significant Exclusions or Limitations
Loss or damage to your business goods whilst in transit including loading and unloading of any vehicle owned or operated by you.	 Loss or damage due to deterioration or inadequate packaging or delay. Theft from any vehicle left unattended, unless the vehicle has all points of access closed and secured by the locks and other protections fitted and all the keys are removed. Loss or damage to glass, precious metals or stones, jewellery, watches or stamps. Loss or damage outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands. All claims excess of £250.

Directors and Officers Liability – Policy Section 10

Significant Features and Benefits

Provides cover for

- the costs of compensation claims against your business's directors and officers for alleged wrongful acts
- · investigation costs
- pollution defence costs.

£100,000 limit of cover any one period of insurance.

Significant Exclusions or Limitations

- Behaviour arising out of the committing of a dishonest act or the insured person gaining any personal profit to which they were not legally entitled
- The return by the directors and officers of remuneration to which they were not entitled
- Prior Claims/Circumstances excludes any claims arising out of any investigation or self report investigation first made or commenced prior to inception of this section or circumstances which have been notified under any other policy providing management liability cover and attaches prior to the inception of this section
- Prior and pending litigation excludes any claims
 arising out of any legal/arbitral proceedings involving
 any company or outside entity or any insured person
 initiated prior to, or pending at the prior/pending
 litigation date OR any fact, circumstance, situation
 or event underlying or alleged in such proceeding or
 alleging or deriving from the same or essentially the
 same facts regardless of the legal theory upon which
 the claim against the insured person is predicted
- Offering of securities during the period of insurance provided that this exclusion shall not apply to debt offerings anywhere in the world
- Injury, mental anguish, emotional distress, sickness, disease or death
- Damage to, destruction of or loss of use of any tangible property
- Subsidiaries for any wrongful act occurring prior to the date such entity became a subsidiary
- Pollution or contamination
- The manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos
- Fungal pathogens
- Any director or officer acting in the capacity of a trustee or fiduciary
- Obligations or duties imposed by the UK Pensions Act 1995
- Electronic Data
- · An excess of £500.

Policy Conditions

Significant Conditions applicable to all sections of the policy:

Number of Persons

The premium is based on the maximum number of persons engaged in the business at any one time.

The Insured must notify the Insurer immediately if this number changes.

Policy Exclusions

Significant Exclusions applicable to all sections of the policy:

Trade Exclusions

This policy does not cover liability in respect of:

- · the demolition or partial demolition of any structure
- · work in or on aircraft, runways, vessels, water borne craft and harbours
- work on bulk oil, petrol, gas or chemical storage tanks or chambers, railways, tunnels or motorways, blast furnaces, bridges, chimney shafts, collieries, docks, gas works, mines, oil refineries, power stations, pylons, reservoirs, steeples, towers or viaducts, computer mainframe installations and associated cabling
- · quarrying, blasting or diving operations, water diversion, dam construction or work behind dams
- · the use of explosives, tunnelling or piling work, underpinning or deliberate de-watering of the site
- · the making of excavations exceeding in any part a depth of 2 metres from the surface
- the construction and surfacing of public roads or the laying of main sewers unless incidental to any building contract undertaken by the Insured
- the use or possession of tower cranes or cradles
- the felling or lopping of any tree exceeding 5 metres in height.

How to Make a Claim

If you need to claim, your dedicated claims team will help and guide you through the process.

You can notify us of a claim by:

Telephone: 0344 893 9598

Our claims advisors are available 9am to 5pm Monday to Friday, outside of these hours you will be given the option to access our Emergency Assistance Service.

Email:

New Property Claims: newpropertyclaims@allianz.co.uk

New Injury Claimsl: CasualtyL@allianz.co.uk

Online:

To notify Allianz of a claim online, or for guidance on what information Allianz will need to make the claim process as quick and as easy as possible, please visit allianz.co.uk/claims.

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 0845** quoting the five digit Master Policy Reference shown in the Commercial Legal Expenses section in the policy schedule.

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

Post: The Claims Department Allianz Legal Protection

> Allianz-ALP PO Box 10623 Wigston LE18 9HJ

Please try to notify Allianz 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,
email address and telephone numbers
Policy type and policy number
Date the loss occurred
Location and description of the loss
Your VAT status

Iniury claims

, ,	
	Your contact information, including address, email address and telephone numbers
	Policy type and policy number
	Date the loss occurred
	Name and address of injured party
	Description of the injury, where and how it occurred

Commercial legal expenses claims

Commercial legal expenses claims	
	Your contact information, including address, email address and telephone numbers
	Master Policy reference shown in the policy schedule
	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.

Contact

Telephone 0333 015 6629

Email support@niceicinsurance.com

Online niceicinsurance.com

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Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

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