

Introduction

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 your insurance adviser 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.

Important

Should you need further details or have any questions your insurance adviser will be delighted to help.

This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

Your Commercial Select Policy is made up of several parts which must be read together as they form your contract of insurance with Allianz Insurance plc. Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms conditions and exclusions. If you wish to change anything or there is anything you do not understand, please let your insurance adviser or the Allianz office that issued your Policy know adjustments are easily made and we will be pleased to help.

The parts of the Policy are:

- this Introduction;
- the Policy Definitions; the Insuring Clause; the General Exclusions and General Conditions, all of which apply to all Sections of the Policy
- the Sections of cover selected by you, including the Exclusions and Conditions which apply to the Section
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

Any word or expression in the Policy which has a specific meaning has the same meaning wherever it appears in the Policy, unless stated otherwise.

Policy Definitions

The following definitions apply to this Policy (unless amended by Section Definitions).

Policy

The document described in the Introduction

Section/Sections

The parts of this Policy that detail the insurance cover provided for each individual Section of this Policy

Schedule

The part of this Policy that details proposal and other information forming the basis of this contract and that shows the Sections of this Policy that are insured

The Insurer

Allianz Insurance plc

The Insured

The Insured named and shown in the Schedule

Period of Insurance

The period from the Effective Date to the Renewal Date as shown in the Schedule

Business

The Business Description stated in the Schedule

Premises

The Premises stated in the Schedule

Sum Insured

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

Total Sum Insured

The total of the Sums Insured for each item payable by the Insurer under any Section

Excess *(not applicable to the Employers' Liability Section)*

The first part of each and every claim, for which the Insured is responsible

Insuring Clause

The proposal or any information supplied by or on behalf of **the Insured** forms the basis of this contract between **the Insured** and **the Insurer**.

In consideration of payment of the premium **the Insurer** will indemnify or otherwise compensate **the Insured** against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this **Policy** or any **Section** of this **Policy**) occurring or arising in connection with the **Business** during the **Period of Insurance** or any subsequent period for which **the Insurer** agrees to accept a renewal premium.

For Allianz Insurance plc

Andrew Torrance
Chief Executive

General Exclusions

This Policy does not cover

1. Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. War (Not applicable to the Employers Liability, Accident and Business Travel Sections)

Loss, destruction, damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. Terrorism (*Not applicable to the Employers Liability, Public Liability, Products Liability, Personal Accident, Sickness and Travel or Terrorism [when insured as a separate section] Sections*)

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

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

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

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

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

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

in any action suit or other proceedings where **the Insurer** alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered (or is covered only up to a specified limit of liability), the burden of proving to the contrary shall be upon **the Insured**.

In the event any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4. E.Risks (Not applicable to the Employers Liability, Public Liability, Products Liability, Personal Accident, Sickness or Travel Sections)
- a. loss or destruction of or damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
- i. programming or operator error whether by **the Insured** or any other person
 - ii. Virus or Similar Mechanism (as defined below)
 - iii. Hacking (as defined below)
 - iv. malicious persons
 - v. failure of external networks
- unless, in respect of i., ii. and iii. above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- b. any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a. of this Exclusion
- unless, in respect of a. i., ii. or iii, above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- c. loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph a. of this Exclusion
- unless, in respect of loss or damage to other property arising from a. i., ii. or iii. above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- d. loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
- i. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
 - ii. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d.i. above
 - iii. any misinterpretation, use or misuse of information on computer systems or other records, programs or software
- unless, in respect of d.ii and iii. above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- e. any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs c. and d. of this Exclusion
- unless, in respect of c., d.ii. and iii. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

For the purpose of this Exclusion:

Computer Equipment

means computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property or **the Insured** or not, whether tangible or intangible and including without limitation any information, programs or software.

Virus or Similar Mechanism

means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to 'Trojan Horses', 'Worms' or 'Logic Bombs'.

Hacking

means unauthorised access to any computer or computer equipment, component, system or item, whether the property of **the Insured** or not, which processes, stores or retrieves data.

General Conditions

1. Policy Voidable

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

2. Reasonable Precautions

The Insured shall take all reasonable precautions to prevent accidents and any injury, loss, destruction or damage and shall take all reasonable steps to observe and comply with statutory or local authority laws, obligations and requirements.

3. Claims

The Insured shall in the event of any injury, loss, destruction, damage or consequential loss as a result of which a claim is or may be made under this **Policy** or any **Section** of it, and again upon receipt by **the Insured** in writing of any notice of any claim or legal proceeding,

- a. notify **the Insurer** as soon as reasonably possible
- b. pass immediately, and unacknowledged, any letter of claim to **the Insurer**
- c. notify **the Insurer** immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, loss, destruction, damage or consequential loss which may form the subject of a claim under this **Policy**
- d. notify the police as soon as it becomes evident that any loss, destruction or damage has been caused by theft or malicious persons
- e. carry out and permit to be taken any action which may be reasonably practicable to prevent further loss, destruction, damage or consequential loss
- f. retain unaltered and unrepaired anything in any way connected with the injury, loss, destruction, damage or consequential loss for as long as **the Insurer** may reasonably require
- g. furnish with all reasonable despatch at **the Insured's** expense such further particulars and information as **the Insurer** may reasonably require
- h. make available at **the Insured's** expense any documents required by **the Insurer** with regard to any letter of claim
- i. not pay or offer or agree to pay any money or make any admission of liability without the previous consent of **the Insurer**
- j. allow **the Insurer** in the name of and on behalf of **the Insured** to take over and, during such periods as the Insurer thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with **the Insurer** for that purpose.

No claim under this **Policy** shall be payable unless the terms of this General Condition have been complied with and any payment on account of a claim already made shall be repaid to **the Insurer**.

4. Cancellation

The Insurer may cancel this **Policy** by giving **the Insured** thirty (30) days' notice at their last known address. Provided the premium has been paid in full and no claim has been made during the **Period of Insurance**, **the Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance. For cancellation following default in payment of the premium or any agreed instalment the period of notice may be reduced to seven (7) days.

5. Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by **the Insured** or anyone acting on behalf of **the Insured** to obtain any benefit under this **Policy**, or if any injury, loss, destruction or damage is caused by the wilful act or the connivance of **the Insured**, all benefit under this policy shall be forfeited.

6. Discharge of Liability (Not applicable to the Employers' Liability Section)

The Insurer may absolve itself from any further liability in connection with any occurrence or all occurrences of a series consequent on or attributable to one source or original cause by the payment of the specified limit of liability in respect thereof (after deducting therefrom any sums already paid) or by the payment of any balance of any maximum limit of liability for any one **Period of Insurance** whichever is the less, together with the amount of any costs and expenses to the date of such payment.

7. Law Applicable

Unless agreed otherwise by **the Insurer**

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

8. Rights of Parties

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

Complaints

Our aim is to get it right, first time every time. If We make a mistake We will try to put it right promptly.

We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If We cannot We will let you know when an answer may be expected.

If We have not resolved the situation within eight weeks We will provide you with information about the Financial Ombudsman Service.

Should you wish to make a complaint then it should be directed to the Customer Satisfaction Manager at the Allianz location shown in your policy documentation or alternatively contact the Customer Satisfaction Manager at:

Allianz Insurance plc
57 Ladymead, Guildford, Surrey, GU1 1 DB

Telephone number 01483 552438

Email: accsm@allianz.co.uk

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

Financial Services Compensation Scheme

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if We are unable to meet Our liabilities. Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme

7th Floor, Lloyds Chambers

Portsoken Street

London E1 8BN

Tel: 020 7892 7300

Fax: 020 7892 7301

Email: enquiries@fscs.org.uk

www.fscs.org.uk

Data Protection Act

We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and employees to provide you with a quotation; deal with your policy; to search credit reference and fraud agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the policy that your directors, officers, partners, and employees have consented to our using their details in this way.

We may need to collect data relating to Insured Persons, which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the insured persons to such information being processed by us and that this fact is made known to the insured persons.

We may share your details with other companies within the Allianz group of companies or pass them to third parties so that we may tell you by telephone, email or post of products and services which we think may be of interest to you. If you do not want to know about these products and services, please write to: Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1 DB to let us know. Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager at the address above.

Personal details may be transferred to countries outside the EEA and/or India. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

Notifying a Claim

Claims under this policy should be notified to the insurer in accordance with General Condition 3 at the following Allianz Claims Handling Offices.

Please provide your Policy number and as much information as possible about the claim:

Birmingham	Milton Keynes
PO Box 11309	PO Box 5525
Birmingham	Milton Keynes
B37 7WZ	MK9 2XR
Tel 0844 871 0786	Tel 0844 871 0789

Lines are open from 9am to 5pm Monday to Friday.

24 Hour Claim Notification

If you have to notify us of a claim outside of our normal opening hours please contact us on our 24 hour claim notification telephone number 0845 604 9824.

Legal Expenses Claims

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

The **Insured** will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call the **Insured** back. The **Insurer** will send the **Insured** a claim form. The **Insured** should fill in the claim form and return it to the **Insurer** without delay at the address shown below, together with a copy of the **Insured's** current **Policy Schedule** and payment in the form of a cheque made out to Allianz Legal Protection for the **Excess** due in respect of the **Claim**.

The **Insurer** will contact the **Insured Person** once the claim form, **Policy Schedule** and **Excess** payment have been received.

Please note that the **Insured Person** must not appoint a solicitor. If the **Insured Person** has already seen a solicitor before the **Insurer** has accepted the **Insured Person's** claim, the **Insurer** will not pay any fees or other expenses that the **Insured Person** has incurred.

If the **Insured Person's** claim is covered, the **Insurer** will appoint the **Legal Representative** that the **Insurer** has agreed to in the **Insured Person's** name and on the **Insured Person's** behalf, subject to the terms and conditions of the Legal Expenses **Section**. The **Insurer** will only start to cover the **Insured Person's Legal Expenses** from the time the **Insurer** has accepted the claim and appointed the **Legal Representative**.

The **Insurer's** address is:

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

Claims Department opening hours: Monday to Friday - 9am to 5pm.

Accident Section Claims

Claims under this Section of the Policy should be referred to:

A&H Claims Unit

PO BOX 5525

Milton Keynes

MK9 2XR

Telephone 08448710789

Lines are open Monday to Friday.

In the event of a Medical Emergency whilst overseas, the number is +44(0) 208 763 4810.

For further guidance please refer to the Claims Guide and Claims forms on
www.allianz.co.uk/claims

Additional Benefits

24 Hour Lawphone Legal Advice Helpline

When the Commercial Legal Expenses Section of this Policy is operative, the **Insured** gains the automatic benefit of access to a team of qualified legal advisers for advice on any commercial legal matter 24 hours a day, 365 days a year. The advice the **Insured** receives from the Lawphone Legal Advice Helpline will always be according to the laws of Great Britain and Northern Ireland.

To use this service ring **0870 241 4140**.

The **Insured** should quote the Master Policy reference contained within the **Policy Schedule** and provide a brief summary of the problem. The details will be passed to an adviser who will return the **Insured's** call.

All areas of **Business** law are covered. This advice is available to the **Insured** during the currency of the **Policy**, although no liability can be accepted for inability to provide advice due to breakdown or failure of the telephone network.

This telephone helpline is provided by Allianz Legal Protection, part of Allianz Insurance plc, who may record calls to protect the **Insured**.

Allianz Legal Online

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

Commercial Lines Report page

Date: 10/08/2009

Time: 15:21:35

Job Name	Total
HECPAXD2/D3	0
HECPAXD4	0
HECPAXD5	0
HECPAXD6	0

