

# Commercial Select New Business Schedule

Please note that you must advise your insurance adviser of any changes to the risk and items to be covered.

Policy Number: 07/SZ/28951736/10

Agreement Number: Not Applicable

Account Number: 07/13936

Insurance Adviser: Green Insurance Group

The Insured: THE OFFICERS & COMMITTEE MEMBERS FOR THE TIME BEING OF THE ENGLISH CHESS FEDERATION

Postal Address: THE WATCH OAK  
CHAIN LANE  
BATTLE  
EAST SUSSEX  
TN33 0YD

First Premium: £ 2,500.00  
Insurance Premium Tax: £ 300.00  
Total First Premium: £ 2,800.00

Annual Premium: £ 2,500.00  
Insurance Premium Tax: £ 300.00  
Total Annual Premium: £ 2,800.00

Effective Date: 01/10/2018

Renewal Date: 01/10/2019 at 12.00 hrs

Business Description: NATIONAL GOVERNING BODY OF CHESS & ORGANISER OF TOURNAMENTS

## Accident Section (02)

### Insured Persons Categories

Category A.	See Clause for Details
Operative Time :	Occupational

### Part 1. Accident Cover Scale of Compensation

Item Description	Sum Insured
1. Death	£25,000
2. Loss of Sight One Eye or Loss of One limb	£25,000
3. Loss of Limb(s) or Loss of sight both eyes	£25,000
4. Loss of hearing in 1 Ear or Internal Organ (% of Sum Insured of Item 2)	25.00%
5. Loss of Hearing	£25,000

6. Loss of Speech (% of Sum Insured of Item 2)	100.00%
7. Permanent Total Disablement	£25,000
Permanent Total Disablement (Continental Scale)	Insured
8. Temporary Total Disablement (Per Week)	£250
9. Temporary Partial Disablement (Per Week)	£125
Excess Period for Items 8 and 9 (Days)	NIL
Maximum Payment Period for Items 8 and 9 (Weeks)	104

### Limits

Maximum Sum Insured Items 1-7	£25,000
Maximum Sum Insured Items 8-9	£250
Aircraft Accumulation Limit	£1,000,000
Event Accumulation Limit	£1,000,000
Non-Scheduled Air Accumulation Limit	£250,000
Contamination By Terrorism Accumulation Limit	£250,000

### Clauses applicable to this Section (please refer to the Clause Details for full wordings)

S/1/1 Insured Person Category

Z/1089/1 Personal Accident - Additional Cover Extension

## Business Travel Section (02)

Category A.	See Clause for Details
Operative Time	Business Travel in the United Kingdom

Part 2. Emergency Medical and Other Expenses	£2,000,000
Excess	£25
Part 3. Cancellation and Curtailment	£5,000
Part 4. Baggage	£5,000
Excess	£25
Money	£5,000
Excess	£25
Part 5. Personal Liability	£5,000,000
Part 6. Legal Expenses	£50,000
Part 7. Hijack & Kidnap (Per Day)	£500

**Details of Travel (As Declared)(Days)**

Europe	1098
UK	180
USA / North America	NIL
World-Wide	153

**Clauses applicable to this Section (please refer to the Clause Details for full wordings)**

S/2/1 Insured Person Category

**Clause Details**

**S/1/1 Insured Person Category**

The definition under Category A of Insured Persons is amended as follows and not as otherwise stated;

Any English Chess Federation Member including Affiliated Members

**Z/1089/1 Personal Accident - Additional Cover Extension**

Solely for the purposes of this extension;

- A. Coma shall mean a continuous unconscious state of the Insured Person
- B. Dependent Adult shall mean any person other than a Dependent Child who is dependent on the Insured Person and where either the Insured Person or the dependent adult was in receipt of a carer's or attendance allowance from the government

- C. Dependent Child shall mean the unmarried children, stepchildren and legally adopted children who are either under 18 years of age or under 23 years of age if studying in full time education at the time of Death of the Insured Person and for whom the Insured Person was the parent or legal guardian.
- D. Paraplegia shall mean the permanent and total paralysis of the two lower limbs, bladder and rectum
- E. Personal Belongings shall mean clothing and other personal articles the property of the Insured Person
- F. Quadriplegia shall mean the permanent and total paralysis of the two upper limbs and the two lower limbs.

#### Additional Cover

If an Insured Person suffers Accidental Bodily Injury

##### 1. Enhanced Permanent Total Disablement Benefit

resulting in Paraplegia or Quadriplegia and the Benefit for Permanent Total Disablement becomes payable, the Insurer will in addition pay the Insured one of the following benefits

Paraplegia £50,000 or the Benefit for Permanent Total Disablement whichever is lower or  
Quadriplegia £125,000 or the Benefit for Permanent Total Disablement whichever is the lower.

##### 2. Life Enhancement Expenses Benefit

resulting in the Benefit for Permanent Total Disablement being paid and the Insured Person becomes incapable of performing a business profession or occupation of each and every kind the Insurer will in addition pay the reasonable costs incurred to engage professional advice to improve the quality of life of the Insured Person.

The maximum amount payable for such costs for any one Insured Person is £15,000.

##### 3. Modification Expenses Benefit

resulting in the Benefit for Loss of Sight, Loss of Limb or Permanent Total Disablement being paid, the Insurer will in addition pay the reasonable costs incurred with the Insurer's prior written consent of alterations that need to be made to adapt the usual residence, usual vehicle or (for Loss of Sight or Loss of Limb only) usual place of employment of the Insured Person to cater for that Loss of Sight, Loss of Limb or Permanent Total Disablement.

The maximum amount payable for such costs for any one Insured Person is £25,000.

##### 4. Travel To Work Benefit

which results in a Benefit being paid in respect of Loss of Sight, Loss of Limb, Loss of Internal Organ or Temporary Partial Disablement and the Insured Person is unable to travel to their usual place of employment using the method of transport they normally used prior to the Accidental Bodily Injury the Insurer will pay for the reasonable costs of a chauffeur or taxi service to convey the Insured Person to and from that usual place of employment once per day provided that

- a. the maximum amount payable for such costs for any one Insured Person due to all Accidental Bodily Injury arising from any one event shall not exceed
  - i. £100 per day
  - ii. £10,000 in total
- b. this benefit shall cease
  - i. at the time the Insured Person becomes capable of resuming the use of their usual mode of transport or

ii. at the same time as the Insured Person ceases to be entitled to any Benefit in respect of Temporary Partial Disablement or  
iii. 365 days after the date of the Accidental Bodily Injury  
whichever is the earlier.

#### 5. Coma Benefit

resulting in a Coma the Insurer will pay to the Insured an additional sum of £50 for each full day of the Coma.

The maximum amount payable for such sums for any one Insured Person is £36,500.

#### 6. Dependent Adult and Child Benefit

resulting in Death and the Insurer pays a Death Benefit for that Insured Person, the Insurer will in addition pay

- a. £25,000 for each Dependent Adult
- b. £5,000 for each Dependent Child

The maximum amount payable for all such dependents for any one Insured Person is £50,000. Any Dependent Adult or Dependent Child shall only receive one payment irrespective of the number of Insured Persons killed in the same Loss.

#### 7. Simultaneous Death of the Insured Person and Spouse

resulting in Death and in the same event the Death of the Spouse and they leave bereaved a Dependent Adult or Dependent Child then the Insurer will double the Benefit payable for Death of the other party.

If the Insured Person and the Spouse are both Insured Persons then only the highest value Benefit payable for Death shall be doubled and not the Benefit payable for Death of the other party.

#### 8. Funeral Expenses and Urgent Estate Expenses

resulting in death and the Insurer pays Benefit for Death of that Insured Person, the Insurer will in addition pay

- a. the reasonable costs incurred with the Insurer's prior written consent for the funeral expenses of that Insured Person.

The maximum amount payable for such costs for any one Insured Person is £10,000.

If a claim is paid under Part 2 Cover c) iii) of the Business Travel Section of the Policy in respect of the Death of the same Insured Person then no further expenses will be payable under this extension.

- b. any urgent expenses related to the estate of that Insured Person whilst administration of that estate is being prepared.

The maximum amount payable for such expenses for any one Insured Person is £2,000.

#### 9. Damage to Personal Belongings

as the result of an unprovoked physical assault and that assault also causes damage to or loss of any Personal Belongings of the Insured Person the Insurer will pay to the Insured Person the cost of replacement of or reasonable costs of repair to the Personal Belongings.

The maximum amount payable for such costs for any one Insured Person is £1,000.

If a claim is paid under Part 4 of the Business Travel Section of the Policy then no further expenses will be payable under this extension.

Conditions applicable to this Additional Cover Extension

- A. The Additional Cover described in paragraphs 1. to 9. above shall only apply if cover under Part 1 of the Accident Section of the Policy is in force at the time of the Accidental Bodily Injury.
- B. The maximum amount payable as any combination of any Benefit otherwise payable under this Policy and any benefit payable under this Additional Cover Extension shall not exceed £2,000,000.
- C. The Additional Cover as described under this extension is subject otherwise to the Accident Section, Business Travel Section and Policy Definitions, Exclusions and Conditions applicable to this Policy.

**S/2/1 Insured Person Category**

The definition under Category A of Insured Persons is amended as follows and not as otherwise stated;

Any English Chess Federation Member including Affiliated Members

## 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 know.

The parts of the Policy which form your contract of insurance with Allianz Insurance plc are:

- this Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions; the Insuring Clause; the General Exclusions and General Conditions, all of which apply to all Sections of the Policy (other than the Directors and Officers Liability or Professional Indemnity Sections)
- the Sections of cover selected by you (as shown on the Schedule) excluding any Section covering Directors and Officers Liability or Professional Indemnity
- the Exclusions and Conditions which apply to the Sections selected by you excluding any Section covering Directors and Officers Liability or Professional Indemnity
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

If you have taken out Directors and Officers Liability and/or Professional Indemnity cover, each of those covers forms a separate contract of insurance between you and Allianz Insurance plc.

The parts of the Policy which form this separate contract or contracts of insurance with Allianz Insurance plc are:

- this Introduction (other than that part entitled 'Notifying a Claim')
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions in so far as they are consistent with the definitions applied in the Directors and Officers Liability or Professional Indemnity Sections
- the Insuring Clause
- the Directors and Officers Liability or Professional Indemnity Section of cover selected by you (as shown on the Schedule)
- the Exclusions and Conditions which apply to the Directors and Officers Liability or Professional Indemnity Section of cover selected by you
- 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.

For ease of reference you will be given only one Policy number even if you have taken out Directors and Officers Liability and/or Professional Indemnity cover.

## Policy Definitions

The following definitions apply to this Policy, unless amended by Section Definitions, and are denoted by bold text throughout this Policy.

### **Policy**

The contract of insurance formed of the documents described in the Introduction. Where cover is provided under the Directors and Officers Liability and/or Professional Indemnity **Sections**, **the Insured** has more than one contract of insurance and the definition of "the **Policy**" should be construed accordingly

### **Section/Sections**

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

### **Schedule**

The part of this **Policy** that details information forming part of this contract of insurance and that shows the **Sections** of this **Policy** that are operative

### **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

### **United Kingdom**

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



## Insuring Clause

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

A handwritten signature in black ink that reads "Jonathan Dye". The signature is written in a cursive style with a large initial 'J'.

Jonathan Dye  
Chief Executive

## General Exclusions

This Policy does not cover

**1. Radioactive Contamination** *(Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Fidelity Insurance and Directors and Officers Sections)*

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

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- c. any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusions a. and b. do not apply to the Employers' Liability Section other than in respect of

- i. the liability of any principal
- ii. liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

Exclusions c. and d. do not apply to the Employers' Liability, Public Liability, Public and Products Liability, Accident and Business Travel Sections.

**2. War** *(Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Accident Insurance and Business Travel, Terrorism, Fidelity Guarantee and Directors and Officers 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 Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Public Liability, Products Liability, Environmental Impairment Liability, Directors and Officers, 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  
any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism  
any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

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

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

- b. in respect of territories other than those stated in a. above  
loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with  
any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism  
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 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 Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Public Liability, Products Liability, Directors and Officers, 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 (but this shall not apply to the acts of thieves involving physical force or violence)
  - v. failure of external networksunless, in respect of i., ii. and iii. above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- b. any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a. of this Exclusion unless, in respect of a. i., ii. or iii, above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- c. loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph a. of this Exclusion unless, in respect of loss or damage to other property arising from a. i., ii. or iii. above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- d. loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
  - i. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
  - ii. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d.i. above
  - iii. any misinterpretation, use or misuse of information on computer systems or other records, programs or softwareunless, in respect of d.ii and iii. above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

- e. any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs c. and d. of this Exclusion unless, in respect of c., d.ii. and iii. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

For the purpose of this Exclusion:

**Computer Equipment**

means any 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, transmits or retrieves data.

## General Conditions

### 1. Fair Presentation of the Risk

(Not applicable to the Directors and Officers Liability and Professional Indemnity Sections)

- a. **The Insured** must make a fair presentation of the risk to **the Insurer** at inception, renewal and variation of the **Policy**.
- b. **The Insurer** may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is:
  - i. deliberate or reckless; or
  - ii. of such other nature that, if **the Insured** had made a fair presentation, **the Insurer** would not have issued the **Policy**.

**The Insurer** will return the premium paid by **the Insured** unless the failure to make a fair presentation is deliberate or reckless.

- c. If **the Insurer** would have issued the **Policy** on different terms had **the Insured** made a fair presentation, **the Insurer** will not avoid the **Policy** (except where the failure is deliberate or reckless) but **the Insurer** may instead:
  - i. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had **the Insured** made a fair presentation; and/or
  - ii. treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as **the Insurer** would have imposed had **the Insured** made a fair presentation.

For the purposes of this condition references to:

- a. avoiding a **Policy** means treating the **Policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **Policy**), the renewal date (where the failure occurs at renewal of the **Policy**), or the variation date (where the failure occurs when the **Policy** is varied);
- b. refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c. issuing a **Policy** should be treated as references to issuing the **Policy** at inception, renewing or varying the **Policy** as the context requires;
- d. premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

### 2. Reasonable Precautions (Not applicable to the Directors and Officers Liability Section)

**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** (Not applicable to the Directors and Officers Liability Environmental Impairment Liability Section)

**Note that in addition to the General Claims Condition, Special or Additional Claims Conditions also apply to the individual Sections of the Policy. Please refer to each individual Section for details.**

**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** (Not applicable to the Directors and Officers Liability Section)

Other than where General Condition 5 **Fraud** applies **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.

If the premium for this **Policy** is paid by instalments and in the event that **the Insured** fails to pay one or more instalments whether in full or in part **the Insurer** may cancel the **Policy** by giving fourteen (14) days notice in writing to **the Insured** sent to their last known address.

5. **Fraud** (Not applicable to the Directors and Officers Liability and Professional Indemnity Sections)

If **the Insured** or anyone acting on **the Insured's** behalf:

- a. makes any false or fraudulent claim;
- b. makes any exaggerated claim;
- c. supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- d. makes a claim for loss or damage which **the Insured** or anyone acting on **the Insured's** behalf deliberately caused,

**the Insurer** will:

- i. refuse to pay the whole of the claim; and
- ii. recover from **the Insured** any sums that it has already paid in respect of the claim.

**The Insurer** may also notify **the Insured** that it will be treating the **Policy** as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses a. - d. above. In that event, **the Insured** will:

- a. have no cover under the **Policy** from the date of the termination; and
- b. not be entitled to any refund of premium.

6. **Discharge of Liability**

(not applicable to the Directors and Officers Liability, Commercial Legal Expenses or Professional Indemnity Sections, or (except in respect of Personal Liability Cover if insured by such Section) to the Business Travel Section)

**The Insurer** may at any time pay to **the Insured** in connection with any claim or series of claims

A the Limit of Indemnity

or

B the **Sum Insured**

or

C a lesser amount for which such claim or claims can be settled after deduction of any sums already paid.

Upon such payment **the Insurer** shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except for costs and expenses which **the Insurer** have already agreed to bear incurred prior to the date of such payment.

7. **Loss Reduction Conditions**

If **the Insured** does not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent), **the Insurer** will not pay for any claim, except that where the condition concerned:

- a. operates only in connection with particular premises or locations, **the Insurer** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
- b. operates only at particular times, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;
- c. would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

8. **Law Applicable and Jurisdiction** (Not applicable to the Directors and Officers Liability Section)

Unless agreed otherwise by **the Insurer**:

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

9. **Rights of Parties** (Not applicable to the Directors and Officers Liability Section)

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.

10. **Assignment** (Not applicable to the Directors and Officers Liability Section)

**The Insured** shall not assign any of the rights or benefits under this **Policy** or any **Section** of this **Policy** without the prior written consent of **the Insurer**.

**The Insurer** will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this **Policy** or any **Section** of this **Policy**.

11. **Survey and Risk Improvement - Subjectivity Condition** (Not applicable to the Directors and Officers Liability Section)

**Subject to Survey**

If this **Policy** has been issued or renewed subject to **the Insurer** completing a survey or surveys of the **Premises** or of any other location(s) as specified by **the Insurer**, then pending completion of such survey(s) indemnity is provided by **the Insurer** on the terms, conditions, exclusions and limits as specified in the **Policy** and in the **Sections** of the **Policy**

In the event that a survey should show that the risk or any part of it is not satisfactory in the opinion of **the Insurer**, then **the Insurer** reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the **Policy**
- c. leave the premium or terms and conditions unaltered

**The Insurer** will advise **the Insured** of their decision and the effective date of such decision. If the premium terms or conditions are amended by **the Insurer** then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity

If **the Insured** elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

If **the Insurer** exercises their right to cancel the **Policy**, then **the Insured** shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**.

**Risk Improvements**

It is a precedent to the liability of **the Insurer** that **the Insured** must comply with all survey risk improvements required by **the Insurer** within completion time scales specified by **the Insurer**

In the event that a risk improvement is not completed, or risk improvement procedures are not introduced, within the completion time scales specified by **the Insurer**, then **the Insurer** reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the **Policy**
- c. leave the premium or terms and conditions unaltered

**The Insurer** will advise **the Insured** of their decision which will be effective either from the expiry of any time period specified by **the Insurer** for completion/introduction of the required survey risk improvements, or any other period specified by **the Insurer**

If the premium, terms or conditions are amended by **the Insurer** then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity

If **the Insured** elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

If **the Insurer** exercises their right to cancel the **Policy**, then **the Insured** shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail.

Except in so far as they are expressly varied by this Condition all of the terms, conditions, exclusions and limits of this **Policy** and of the **Sections** of the **Policy** shall continue to apply until advised otherwise by **the Insurer**.



## Complaints

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within 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 issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

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

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

Telephone number: 01483 552438  
Fax Number: 01483 790538  
Email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

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

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

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Telephone: 0800 023 4567 or 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

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

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

Alternatively, you can contact the Financial Ombudsman Service directly.

## Financial Services Compensation Scheme

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

**The Insured** may be entitled to compensation from the FSCS if **the Insurer** is unable to meet its liabilities. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

# Fair Processing Notice - how we use personal information

## 1. Who we are

When **we** refer to "**we**", "**us**" and "**our**" in this notice it means Allianz Insurance plc or Allianz Engineering Inspection Services Limited.

When **we** say, "**individuals**" in this notice, **we** mean anyone whose personal information **we** may collect, including:

- anyone seeking an insurance quote from **us** or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses.

## 2. How we use personal information

**We** use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims to fulfil **our** contract
- to administer third party claims and prevent financial crime to meet **our** legal obligations
- to manage **our** business and conduct market research to meet the legitimate needs of **our** business
- to send marketing information about **our** products and services if **we** have received specific consent.

There is no obligation to provide **us** with personal information, but **we** cannot provide **our** products and services without it.

**Anyone whose personal information we hold has the right to object to us using it. They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to. Further details can be found below.**

## 3. Automated decision making, including profiling

**We** may use automated decision making, including profiling, to assess insurance risks and administer policies. This helps **us** decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so they should contact **us** by emailing **us** at [accasm@allianz.co.uk](mailto:accasm@allianz.co.uk) and **we** will review the decision.'

## 4. The personal information we collect

**We** collect the following types of personal information so **we** can complete the activities in section 2, "How **we** use personal information"

- basic personal details such as name, age, address and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video to help **us** manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- medical information if it is relevant to the insurance policy or claim
- criminal convictions if it is relevant to the insurance policy or claim
- accessibility details if **we** need to make reasonable adjustments to help
- business activities such as goods and services offered.

## 5. Where we collect personal information

Direct from **individuals**, their representatives or information they have made public, for example, on social media.

From other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide the services for **our** products
- other involved parties, for example, claimants or witnesses.

## 6. Sharing personal information

**We** may share personal information with:

- other companies within the global Allianz Group [www.allianz.com](http://www.allianz.com)
- credit reference, fraud prevention and other agencies that carry out certain activities on **our** behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- **our** approved suppliers to help deal with claims or provide **our** benefit services, for example, vehicle repairers, legal advisors and loss adjusters
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other companies that provide services to **us** or you, for example, the Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE)
- prospective buyers in the event that **we** wish to sell all or part of **our** business.

## 7. Transferring personal information outside the UK

**We** use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. **We** may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. **We** have Binding Corporate Rules (BCRs) which are **our** commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. For more information about BCRs, contact **our** Data Protection Officer.

Some of **our** suppliers have servers outside the EU. **Our** contracts with these suppliers require them to provide equivalent levels of protection for personal information.

## 8. How long we keep personal information

**We** keep information only for as long as **we** need it to administer the policy, manage **our** business or as required by law or contract.

## 9. Know your rights

Any **individual** whose personal information **we** hold has the right to:

- object to **us** processing it. **We** will either agree to stop processing or explain why **we** are unable to (the right to object)
- ask for a copy of their personal information **we** hold, subject to certain exemptions (a data subject access request)
- ask **us** to update or correct their personal information to ensure its accuracy (the right of rectification)
- ask **us** to delete their personal information from **our** records if it is no longer needed for the original purpose (the right to be forgotten)
- ask **us** to restrict the processing of their personal information in certain circumstances (the right of restriction)
- ask for a copy of their personal information, so it can be used for their own purposes (the right to data portability)
- complain if they feel their personal information has been mishandled. **We** encourage **individuals** to come to **us** in the first instance but they are entitled to complain directly to the Information Commissioners Office (ICO) [www.ico.org.uk](http://www.ico.org.uk)
- ask **us**, at any time, to stop processing their personal information, if the processing is based only on **individual** consent (the right to withdraw consent).

**If you wish to exercise any of these rights please contact our Customer Satisfaction**

**Manager:**

Address: Customer Satisfaction Manager, Allianz, 57 Ladymead, Guildford, Surrey, GU1 1DB

Email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

Phone: 01483 552438

## 10. Allianz (UK) Group Data Protection Officer Contact details

Allianz Insurance plc and Allianz Engineering Inspection Services Limited are companies within the Allianz Holdings.

Any queries about how **we** use personal information should be addressed to **our** Data Protection Officer:

Address: Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB

Email: [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk)

Phone: 0330 102 1837

## Changes to our Fair Processing Notice

Occasionally it may be necessary to make changes to this fair processing notice. When that happens **we** will provide an updated version at the earliest opportunity. The most recent version will always be available on **our** website [www.allianz.co.uk](http://www.allianz.co.uk)

## Consent for Special Categories of Personal Data

The global Allianz Group may need to collect and process data relating to **individuals** who may benefit from the policy ("Insured Persons"), which falls within the special categories of personal data under Data Protection Legislation, for example, medical history or convictions of Insured Persons for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by the global Allianz Group and that this fact is made known to the Insured Persons. By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of the Insured Persons Personal Data in this way and for these purposes and that your directors, officers, partners, and employees have consented to the global Allianz Group using their details in this way.

## **Employers Liability Tracing Office**

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

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

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

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

The Database will be managed by the ELTO and further information can be found on the ELTO website [www.elto.org.uk](http://www.elto.org.uk)

## Notifying a Claim

*(Not applicable to Commercial Legal Expenses Section claims)*

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:

### **Allianz Claims Handling Office Telephone Numbers:**

For Property Damage claims (handled in Birmingham)  
Tel: 0344 412 9988

For Liability and Accident claims (handled in Milton Keynes)  
Tel: 0344 893 9500

For Engineering claims (handled in Liphook)  
Tel: 01483 265825  
Email: [claims@allianzengineering.co.uk](mailto:claims@allianzengineering.co.uk)

Lines are open from 9am to 5pm Monday to Friday. Outside our normal opening hours contact us on our 24 hour claim notification line - Tel: 0345 604 9824.

For Medical Emergency whilst overseas - Tel: +44(0) 208 603 9514.

### **Allianz addresses for claims correspondence:**

For all claims, other than Engineering claims:

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

For Engineering claims:

Claims Department  
Allianz Engineering  
Haslemere Road  
Liphook  
GU30 7UN

## Commercial Legal Expenses Section 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 **0370 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  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW.

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

## 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 **0370 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](http://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](mailto:support@allianzlegal.co.uk).

### 24 Hour Glass Replacement

Broken glass is dangerous and in some circumstances can be a security risk. Allianz have negotiated a special arrangement with Solaglas one of Britain's leading glass replacement specialists.

Solaglas will bill us direct; you pay nothing except for the excess and the VAT.

This service is available 24 hours a day, all year round. To use this service telephone FREE on 0800 474747 and state your Policy number.



## Accident Section

### Definitions

#### Accidental Bodily Injury

Bodily injury caused by:

- a. accidental violent external and visible means
- b. unavoidable exposure to the elements.

#### Adjustment Information

Such additional information as **the Insurer** may require **the Insured** to provide in order to calculate the full premium due for the **Period of Insurance** as shown in the **Schedule**.

#### Aircraft Accumulation Limit

**The Insurer's** maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** for all **Losses** involving any **Scheduled Air Transport**.

#### Annual Salary

The annualised gross salary (excluding bonus payments) payable per annum by **the Insured** to the **Insured Person** as at the date of **Accidental Bodily Injury**.

#### Associated Illness

**Sickness** or disease (except any psychological condition or disorder) that results directly from the **Insured Person** sustaining **Accidental Bodily Injury**, that would not otherwise have arisen and had not previously arisen.

#### Benefit

The sum or sums of money that **the Insurer** has agreed to pay **the Insured** or, as applicable, the **Insured Person** as shown in the **Schedule**.

#### Business Trip

Any journey undertaken by an **Insured Person** (and their accompanying **Spouse** and accompanying immediate family when approved by **the Insured**) on behalf of **the Insured** in connection with the **Business** of **the Insured** that forms part of the **Declared Travel Pattern**.

#### Capital Sum Benefit

A **Benefit** that is not payable at a weekly rate.

#### Clause

Any addition, variation or alteration to the terms of this **Section**.

#### Contamination

**Contamination** or poisoning of people by nuclear and/or chemical and/or biological substances that cause illness and/or disablement and/or **Death**.

#### Contamination by Terrorism Accumulation Limit

**The Insurer's** maximum liability in total under this and any other group personal accident and business travel policies issued or to be issued by **the Insurer** to **the Insured** in respect of any one **Loss** involving **Contamination by Terrorism** as shown in the **Schedule**.

#### Death

Death caused by **Accidental Bodily Injury**.

### **Declared Travel Pattern**

The number, destination and average duration of expected journeys as provided by **the Insured to the Insurer**.

### **Directors**

The registered company directors of **the Insured** and any other persons agreed with **the Insurer** in writing to be treated as directors.

### **Employee**

Any employee of **the Insured** or any other person acting in the capacity of an employee whilst working for **the Insured** in connection with the **Business of the Insured**.

### **Europe**

The **United Kingdom** and Eire, the continent of Europe, islands in the Mediterranean, former member states of the Soviet Union west of the Ural Mountains and Turkey west of 30° East.

### **Event Accumulation Limit**

**The Insurer's** maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer to the Insured** for all **Losses** not involving air travel.

### **Excess Period**

The first period of **Temporary Total Disablement** or **Temporary Partial Disablement** for which no **Benefit** is payable as shown in the **Schedule**.

### **First Aid Expenses**

Expenses necessarily incurred by the **Insured Person** or **the Insured** on behalf of the **Insured Person** for immediate and urgent treatment due to the **Insured Person** having sustained **Accidental Bodily Injury** which results in a valid claim for any of **Benefits 1 to 9** as shown in the **Scale(s) of Compensation** in the **Schedule**.

### **Hospital**

Any National Health Service Trust or registered private hospital in the **United Kingdom** licensed by a recognised body for the undertaking of surgical operations or any equivalent establishment outside of the **United Kingdom**.

### **Hospitalisation**

Any continuous period of 24 hours or more during which time the **Insured Person** has been confined to **Hospital**.

### **Insured Person**

Those persons specified in the **Schedule** as being Insured Persons.

### **Insured Trip**

a. Any journey undertaken by an **Insured Person** (and their accompanying **Spouse** and accompanying immediate family when approved by **the Insured**) on behalf of **the Insured** in connection with the **Business of the Insured**

and

b. any other journey undertaken by an **Insured Person** (and their accompanying **Spouse** and accompanying immediate family when approved by **the Insured**) with the permission of **the Insured**

that forms part of the **Declared Travel Pattern**.

### **Loss(es)**

A loss or series of losses arising out of or consequent upon or contributed to directly or indirectly by one originating event.

### **Loss of Hearing**

Total and permanent loss of hearing in one or both ears.

### **Loss of Internal Organ**

Total and permanent:

- a. loss by removal
- or
- b. effective loss of use  
of one lung or kidney, the spleen or liver

### **Loss of Limb**

Total and permanent loss:

- a. by physical separation
- or
- b. of use  
of a hand, at or above the wrist or a foot, at or above the ankle.

### **Loss of Sight**

Total and permanent loss of sight which will be considered as having occurred:

- a. in both eyes if the **Insured Person's** name has been added to the Register of Blind Persons maintained by the government on the authority of a fully qualified ophthalmic specialist
- or
- b. in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

### **Loss of Speech**

Total and permanent loss of the ability to speak or communicate verbally.

### **Maximum Benefit**

The maximum amount of **Benefit** payable, as shown in the **Scale(s) of Compensation** in the **Schedule**.

### **Maximum Payment Period**

The maximum length of time for which a **Benefit** is payable after the **Excess Period** has expired as shown in the **Schedule**.

### **Non-scheduled Air Accumulation Limit**

**The Insurer's** maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer to the Insured** for all **Losses** involving air travel other than **Scheduled Air Transport**.

### **Operative Times of Cover**

The time and circumstances as defined below and as shown in the **Schedule**:

#### **A. 24 Hours**

At any time

#### **B. Business Travel outside the United Kingdom**

On a **Business Trip** outside the **United Kingdom** or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom** whichever is last, until return to place of residence or place of work in the **United Kingdom** whichever is first.

Any period of holiday for an **Insured Person** which is purely ancillary to the **Business Trip** shall be deemed included within the period of the **Business Trip** provided that it is otherwise within the period set out above.

#### **C. Business Travel in the United Kingdom**

On a **Business Trip** in the **United Kingdom** or country of residence involving an overnight stay away from the **Insured Person's** residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

#### D. Travel in the United Kingdom

On a **Business Trip** for **Insured Persons** and **Insured Trip** for **Directors of the Insured** in the **United Kingdom** or country of residence involving an overnight stay away from the **Insured Person's** residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

#### E. Travel outside the United Kingdom

On a **Business Trip** for **Insured Persons** and **Insured Trip** for **Directors of the Insured** outside the **United Kingdom** or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom** whichever is last, until return to place of residence or place of work in the **United Kingdom** whichever is first.

Any period of holiday for an **Insured Person** which is purely ancillary to the **Business Trip** shall be deemed included within the period of the **Business Trip** provided that it is otherwise within the period set out above.

#### F. All Travel in the United Kingdom

Whilst on an **Insured Trip** in the **United Kingdom** or country of residence involving an overnight stay away from the **Insured Person's** residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

#### G. All Travel outside the United Kingdom

While on an **Insured Trip** outside the **United Kingdom** or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom** whichever is the last, until return to place of residence or place of work in the **United Kingdom** whichever is the first.

#### H. Occupational

a. While an **Insured Person** is carrying out their occupational duties for **the Insured** or while travelling between:

- i. the **Insured Person's** place of residence and place of work
- ii. places of work

where the travel is at the expense of **the Insured**.

b. At any time where the **Accidental Bodily Injury** is the direct result of an unprovoked physical assault by another person.

#### I. Occupational including Commuting

a. While an **Insured Person** is carrying out their occupational duties for **the Insured** or while travelling between:

- i. place of residence and place of work
- ii. places of work where the travel is at the expense of **the Insured**.

b. At any time where the **Accidental Bodily Injury** is the direct result of an unprovoked physical assault by another person.

#### J. Away from premises

While an **Insured Person** is:

- carrying out their occupational duties and is not on **the Insured's** premises
- travelling between places of work where the travel is at the expense of **the Insured**.

#### K. Assault

At any time where **Accidental Bodily Injury** is the direct result of an unprovoked physical assault by another person.

#### L. Motor Vehicle Travel

Whilst getting in and out of, travelling in, loading or unloading, carrying out emergency road-side repairs to, and refuelling of any vehicle used for the **Business of the Insured**.

## Permanent Total Disablement

Any permanent disablement other than

- a. **Loss of Sight**
- b. **Loss of Hearing**
- c. **Loss of Limb**
- d. **Loss of Internal Organ**
- e. **Loss of Speech**

which, having lasted without interruption for at least 12 months, has no reasonable prospect of improving and, in the opinion of an independent qualified medical referee acceptable to **the Insurer**, will in all probability permanently, completely and continuously prevent the **Insured Person** from engaging in or giving attention to :-

- i. their **Usual Occupation** if in gainful employment
- ii. business profession or occupation of each and every kind if the **Insured Person** is not in gainful employment
- iii. business schooling profession or occupation of each and every kind if the **Insured Person** is under 16 years of age or under 18 years of age in full time education

for the remainder of their life.

## Permanent Total Disablement (Continental Scale)

Compensation under Item 7 of the **Scale(s) of Compensation** is extended to include the following additional **Benefits** in accordance with the following percentages subject to a maximum total of 100% in the aggregate if the Continental Scale is shown as insured in the **Schedule** provided that the **Insured Person** has survived for at least one month from the date of the occurrence.

1. <b>Permanent Total Disablement</b>	100%
2. Permanent loss by physical separation of:	
a. one thumb:	
I. both phalanges	30%
II. one phalange	15%
b. one index finger	
I. three phalanges	20%
II. two phalanges	13%
III. one phalange	6%
c. one other finger	
I. three phalanges	10%
II. two phalanges	6%
III. one phalange	3%
d. one great toe:	
I. two phalanges	15%
II. one phalange	7.5%
e. one other toe:	
I. three phalanges	5%
II. two phalanges	3%
III. one phalange	1.5%
3. Permanent total loss of use of:	
a. shoulder or elbow	25%
b. wrist, hip, knee or ankle	20%
4. Removal by surgical operation of lower jaw	30%
5. <b>Sickness</b> resulting in <b>Loss of Sight</b> or <b>Permanent Total Disablement</b> by paralysis	20%

A proportionately lower percentage of compensation will be payable in the event of a partial loss under 2. above

Claims arising from pre-existing conditions are excluded in respect of 5. **Sickness** resulting in **Loss of Sight** or **Permanent Total Disablement** by paralysis or in respect of general paralysis of the insane.

### **Permanent Partial Disablement**

Means **Loss of Sight, Loss of Hearing, Loss of Speech, Loss of Limb, Loss of Internal Organ.**

### **Scale(s) of Compensation**

The scale of **Benefits** as shown in the Accident **Section** of the **Schedule**.

### **Scheduled Air Transport**

A registered fixed wing aircraft which flies from an internationally recognised airport on a published schedule and which has more than 18 seats.

### **Sickness**

Any illness, disease, medical complaint or medical condition which is not **Accidental Bodily Injury** and which is contracted by an **Insured Person** within **Europe**, the United States of America, Canada, Australia or New Zealand.

### **Spouse**

The

- i. spouse
  - ii. partner
  - iii. civil partner with whom the **Insured Person** has been cohabiting for at least 3 months as though they were their spouse or partner
- of the **Insured Person**

### **Temporary Partial Disablement**

Disablement that completely prevents the **Insured Person** from performing more than 50% of the functions of their **Usual Occupation**.

### **Temporary Total Disablement**

Disablement which completely prevents the **Insured Person** from performing each and every function of their **Usual Occupation**.

### **Terrorism**

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, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

### **Usual Occupation**

The tasks, duties and other functions which **the Insured** normally pays the **Insured Person** to perform in connection with the **Business** of **the Insured**.

### **Visitors**

Persons who are not:-

- a. **Employees of the Insured**
  - b. emergency services personnel
  - c. work experience placements under government funded training programmes
- but who are lawfully visiting **the Insured's** premises.

### **War**

Invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

**Weekly Benefit**

The amount shown in the **Schedule** under the **Scale(s) of Compensation** that **the Insurer** will pay to **the Insured** for each complete working week, during any period of **Temporary Total Disablement** or **Temporary Partial Disablement** of an **Insured Person**.

**Weekly Wage**

The gross basic weekly amount (or in the case of a salaried **Employee** 1/52nd of the **Annual Salary**) normally paid (excluding bonus payments) by **the Insured** to the **Insured Person** as at the date of **Accidental Bodily Injury** for their **Usual Occupation**.

## Part 1 Accident

### Cover

The **Insurer** will pay the **Insured** in accordance with the **Scale(s) of Compensation** specified in the **Schedule** if any **Insured Person** suffers **Accidental Bodily Injury** during the **Period of Insurance** and **Operative Time of Cover** which, within 12 months thereof solely, directly and independently of any other cause results in the:

- a. **Death**
  - b. **Permanent Total Disablement**
  - c. **Permanent Partial Disablement**
  - d. **Temporary Total Disablement**
  - e. **Temporary Partial Disablement**
- of an **Insured Person**

### Extensions of Cover

#### 1. Rehabilitation and Retraining Expenses

If the **Permanent Total Disablement Benefit** becomes payable the **Insurer** will pay for rehabilitation and retraining costs to facilitate the **Insured Person's** return to gainful employment provided that the:-

- a. **Insured Person** was not over 65 years of age when **Accidental Bodily Injury** leading to **Permanent Total Disablement** occurred
- b. **Insured Person** was an **Employee of the Insured**
- c. **Insurer's** prior written approval of any rehabilitation and retraining costs is obtained.

The maximum amount payable is £10,000 in respect of any one **Insured Person**.

#### 2. Visitors' Benefit

If a **Visitor** suffers **Accidental Bodily Injury** which, within 12 months thereof solely, directly and independently of any other cause results in the **Death, Permanent Total Disablement or Permanent Partial Disablement** of a **Visitor**, the **Insurer** will pay the **Insured** a sum of £2,500 in respect of each **Visitor**.

The maximum amount payable is £10,000 in respect of any one **Loss**.

#### 3. Hospitalisation Benefit

If **Accidental Bodily Injury** results in **Hospitalisation** in the **Insured Person's** country of residence on the recommendation of an appropriate doctor attached to the **Hospital**, the **Insurer** will pay the **Insured**:-

##### In-Patient Benefit

- a. £50 for each continuous 24-hour period that the **Insured Person** spends in **Hospital** as an in-patient.

The maximum amount payable is £2,000 in respect of any one **Insured Person**.

##### Convalescence Benefit

- b. £50 for each continuous 24-hour period of convalescence during which the **Insured Person** is confined to their home or a registered nursing home on the recommendation of an appropriate doctor attached to the **Hospital** after discharge following a period of **Hospitalisation**.

The maximum amount payable is £2,000 in respect of any one **Insured Person**.



#### 4. Training Placements' Benefit

Unless otherwise included as an **Insured Person** or **Visitor** this **Section** extends to include:

- a. work experience placements
- b. trainees

under government funded training programmes in respect of **Accidental Bodily Injury** resulting in **Death, Permanent Total Disablement** or **Permanent Partial Disablement**.

The amount payable is £25,000 in respect of any one such person.

#### 5. Age Enhancement Benefit

Notwithstanding Exclusion 6 if an **Insured Person** is between 75 and 80 years of age and suffers **Accidental Bodily Injury** during the **Period of Insurance** and **Operative Time of Cover** which, within 12 months thereof solely, directly and independently of any other cause results in **Death** or **Permanent Partial Disablement**, the **Insurer** will pay £2,500 to the **Insured**.

#### 6. Assault Injury Enhanced Benefit

If an **Insured Person** sustains **Accidental Bodily Injury** as a direct result of a malicious, unprovoked, physical assault whilst acting in connection with the **Business of the Insured** which causes **Death, Permanent Total Disablement** or **Permanent Partial Disablement**, the **Insurer** will pay the **Insured** an additional **Benefit** equivalent to 10% of the Capital Sum **Benefit** amount shown in the **Schedule** for the **Insured Person**.

The maximum amount payable in respect of this additional **Benefit** is £25,000 in respect of any one **Insured Person**.

#### 7. Temporary Replacement Staff Costs

If a **Death Benefit** becomes payable under this **Policy**, the **Insurer** will pay the **Insured** an additional sum of £5,000 towards reasonable additional costs the **Insured** incurs in conducting the **Business of the Insured**.

#### 8. First Aid Expenses

The **Insurer** will pay for **First Aid Expenses** incurred in the **Insured Person's** country of residence up to:

- a. 15% of any amount paid by the **Insurer** under **Benefits** 1 to 7

or

- b. 30% of any amount paid by the **Insurer** under **Benefits** 8 and 9

subject to a maximum total amount of £15,000 in respect of any one **Insured Person**.

#### 9. Legal Advice

A Legal Adviser Card is provided to the **Insured** entitling all **Insured Person's** to seek telephone advice and guidance 24 hours a day, 365 days a year on any personal legal matter, apart from employment problems, which should be directed through the employer's normal procedures.

The legal advice and guidance the **Insured Person** gets will always be according to the laws of Great Britain and Northern Ireland. Calls may be recorded to protect the **Insured Person**.

When the **Insured Person** calls for Legal Advice, he or she must quote Policy Reference 34465. The **Insured Person** will be asked for a brief summary of the problem and these details will be passed on to an adviser who will return the **Insured Person's** call.

Legal advice is available by telephone during the **Period of Insurance** although no liability can be accepted for any breakdown or failure of the telephone network.

## Policyholder Helplines

This value added service is provided as an automatic benefit under your Policy and is administered by Mondial Limited trading as Allianz Global Assistance on behalf of the Insurer.

The service is accessed by the Insured or Insured Person contacting Mondial Limited trading as Allianz Global Assistance on the telephone number provided.

### Medical Advice Line

Tel 0208 763 4808

The medical advice helpline can provide advice and information on a wide range of issues from:

- All medical and surgical conditions
- Medications
- Pre and post treatment advice
- The rights of patients and their families
- Hospital procedures
- Location of specialist practitioners, hospitals and consultants
- Do's and don'ts before and after treatment
- The right questions to ask the doctor/consultant/hospital in plain English
- Details of local and national help and support groups

If they don't have the answer, the medical team will source the required details and call back, e-mail or post these to the **Employee**.

The Medical Advice Line provides comprehensive advice and information, however, it is not an emergency service and will not provide a diagnosis or prescribe treatments.

## Exclusions

The Insurer will not pay for:

1. any claim arising out of or consequent upon or contributed to directly or indirectly by:-
  - A. any **Insured Person** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind.
  - B. the **Insured Person**
    - a. taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for the **Insured Person's** own drug addiction or alcoholism
    - b. serving in the Armed Forces of any Nation or International Authority
    - c. committing suicide, attempted suicide or intentional self-injury
    - d. participating in off-piste winter sports
    - e. engaging in air travel as aircraft crew of any kind or carrying out any trade or technical operation whilst an aircraft is in flight.
  - C. **War** (whether declared or not):
    - a. between any of the Major Powers (specifically China, France, the **United Kingdom**, any of the former member states of the Soviet Union and the United States of America) and/or
    - b. within **Europe** in which any of such Major Powers or their armed forces are involved or any enforcement action within **Europe** by or on behalf of the United Nations.
  - D. ionising radiations radioactive contamination or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - E. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) and or any mutual derivative or variations however caused.
2. **Losses** arising directly or indirectly out of **Contamination** due to any act of **Terrorism** regardless of any other cause or any other event contributing at the same time or in any other sequence to such event.  
If the **Insurer** alleges that by reason of this exclusion any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the **Insured** or **Insured Person**, as applicable.
3. any **Loss** arising from travel to Afghanistan, Iraq, Ivory Coast, Somalia or Chechnya unless agreed in writing by the **Insurer**.
4. any claim in excess of £25,000,000 irrespective of any amount shown elsewhere in the **Schedule**.
5. any claim in respect of:-
  - a. any **Benefit** during the **Excess Period**
  - b. sickness or disease (with the exception of **Associated Illness**)
6. any claim in respect of any **Insured Person** aged 75 or over at the commencement of the **Period of Insurance** unless otherwise agreed by the **Insurer**.

## Conditions

The **General Conditions** of this **Policy** apply to this **Section** with the exception of **General Conditions 2, 3 and 4**.

In addition the following Conditions apply to this **Section**.

### 1. Misrepresentation of facts relevant to an Insured Person

If a claim is made under this **Section**, **the Insurer** will not invoke the remedies which might otherwise have been available to it under General Condition 1. Fair Presentation of the Risk as against **the Insured**, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular **Insured Person**. If the **Insured Person** concerned or **the Insured** on their behalf makes a careless misrepresentation of facts, **the Insurer** may invoke the remedies available to it under General Condition 1 as against that **Insured Person** only, as if a separate insurance contract had been issued to such person, leaving the remainder of the **Policy** unaffected.

### 2. Fraudulent Claims

If any fraud to which General Condition 5 relates is perpetrated by or on behalf of an **Insured Person** (and not on behalf of **the Insured**), General Condition 5 should be read as if it applies only to that **Insured Person's** claim and references to the **Policy** should be read as if they were references to the cover effected for that person alone and not to the **Policy** as a whole.

### 3. Payment of Premium

**The Insured** must pay to **the Insurer** all premiums due to **the Insurer** together with all taxes due on the premiums.

### 4. Assignment

**The Insured** and the **Insured Person** must not assign any of the **Benefits** under this **Section**. **The Insurer** will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this **Section**.

### 5. Change in Risk

It is a condition precedent to the liability of **the Insurer** that **the Insured** must give immediate notice to **the Insurer** of any change to the occupation of any **Insured Person** from that which **the Insured** originally advised to **the Insurer**.

### 6. The Insurer's right to cancel this Section

Other than as described under **Section Condition 7**. below or General Condition 5. **Fraud the Insurer** may cancel this **Section** by sending 30 days' notice by recorded delivery post to **the Insured** at **the Insured's** last known address together with any appropriate refund of premium. **The Insured Person** and **the Insured** may not cancel this **Section**.

### 7. Cancellation - War Risks

**The Insurer** may cancel cover under this **Section** in respect of **War** risks at any time and at its discretion by sending 7 days notice by recorded delivery post to **the Insured** at **the Insured's** last known address but such cancellation of cover will not apply for any **Insured Trip** outside of the **United Kingdom** or the **Insured Person's** country of residence (if different) which commenced prior to the effective date of the notice of cancellation.

### 8. Adjustment of premium

If premium has been calculated on a deposit or declaration basis, **the Insured** must provide the **Adjustment Information** to **the Insurer** within 30 days of the expiry of the **Period of Insurance**. Any additional premium calculated to be due must be paid by **the Insured** upon demand and any return premium will be paid by **the Insurer** to **the Insured**.



If **the Insured** does not provide the **Adjustment Information** within 30 days of the expiry of the **Period of Insurance** then **the Insurer** will be entitled to adjust the premium at its discretion, but subject to any additional premium not exceeding 50% of the annual premium for the relevant **Period of Insurance**.

#### 9. Benefit Limits

- a. **The Insurer** will not pay more than the **Maximum Benefit** or **Sum Insured** as specified in the **Scale(s) of Compensation** in the **Schedule** for any one **Insured Person**.
- b. The **Maximum Benefit** payable in respect of **Death** of an **Insured Person** under 16 years of age or under 18 years of age and in full time education shall not exceed £10,000 or the **Benefit** stated in the **Scale(s) of Compensation** in the **Schedule** whichever is the lower.
- c. The maximum **Weekly Benefit** payable for
  - **Temporary Total Disablement** will not exceed 100%
  - **Temporary Partial Disablement** will not exceed 50% of the **Insured Person's** normal **Weekly Wage**.

**The Insured** must inform **the Insurer** if any claim payment exceeds these limits.

**The Insurer** shall be entitled to

- i. a return of any such claims payments in excess of the limits stated within a reasonable timescale and/or
  - ii. reduce any further payments due until the claim payment in excess of the limits stated is offset.
- d. Payment by **the Insurer** to **the Insured** of any **Weekly Benefit** does not prejudice **the Insured's** entitlement to any other **Benefit** but payment of **Weekly Benefits** will cease if **the Insurer** pays any of the **Capital Sum Benefits** and **the Insurer** will not be liable to pay any further **Benefits** in respect of the same **Insured Person** for the same **Loss**.
  - e. Payment by **the Insurer** to **the Insured** for any incomplete working week will be calculated as a proportion of the **Weekly Benefit** equivalent to the number of days of disablement compared to the number of days which **the Insured** normally pays the **Insured Person** to work in a normal week.
  - f. **The Insurer** will not pay more than one of the **Benefits** 1 to 7 as shown in the **Scale(s) of Compensation** in respect of any one **Insured Person** for injuries arising from the same **Loss**.
  - g. **The Insurer** will not pay more than one of the **Benefits** 8 and 9 as shown in **Scale(s) of Compensation** for an accident arising from separate originating **Losses** concurrently.

#### 10. Disappearance

**Death** of any **Insured Person** shall not be presumed by reason of their disappearance. If after a reasonable period of time has elapsed **the Insurer** having examined all the evidence available has no reason to suppose other than that the **Insured Person** has sustained an accident during the **Operative Time of Cover** resulting in their **Death**, the disappearance of such **Insured Person** shall be deemed to constitute **Death** by accident for the purposes of this **Section**.

In the event of the **Insured Person's** re-appearance after payment under Item 1 of the **Scale(s) of Compensation** the beneficiary thereof will repay such amount to **the Insurer** unless probate has been granted or legal evidence of the presumption of **Death** has been supplied to **the Insurer**.

## 11. Claims Conditions

No claim will be paid unless **the Insured** and where applicable the **Insured Person** complies strictly with these conditions:

- a. **The Insured** or **Insured Person** must give notice to **the Insurer** as soon as possible and in any event within 30 days after the happening of any loss damage or occurrence which may result in a claim.
- b. **The Insured** or **Insured Person** must provide **the Insurer** with all information and evidence which **the Insurer** may reasonably require at no cost to **the Insurer**.
- c. **The Insured** or **Insured Person** must at **the Insurer's** request provide a medical examination report in respect of any **Accidental Bodily Injury** where **the Insured** or **Insured Person** requires **the Insurer** to consider a claim. **The Insurer** will pay the cost of the medical examination fee.
- d. **The Insured** must ensure that as soon as possible after the occurrence of any **Accidental Bodily Injury** the **Insured Person** obtains and follows the advice of a registered medical practitioner.

**The Insurer** will not be liable for any bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of the **Insured Person's** failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed.

- e. In the event of the **Death** of an **Insured Person** **the Insurer** will be entitled to have a post-mortem examination carried out at **the Insurer's** own expense.
- f. For **the Insured** to claim any **Weekly Benefit** the **Insured Person** must not have any other **Weekly Benefit** insurance in force except where declared to and accepted by **the Insurer**.

## 12. Accumulation Limits

Where the total of all individual claims exceed the

- i. **Aircraft Accumulation Limit**
- ii. **Event Accumulation Limit**
- iii. **Non-scheduled Air Accumulation Limit**
- iv. **Contamination by Terrorism Accumulation Limit**

the individual claims shall be reduced proportionately until the total of all individual claims does not exceed the limit applicable.

## Business Travel Section

### Definitions

#### Accidental Bodily Injury

Bodily injury caused by:

- a. accidental violent external and visible means
- b. unavoidable exposure to the elements.

#### Adjustment Information

Such additional information as **the Insurer** may require **the Insured** to provide in order to calculate the full premium due for the **Period of Insurance** as shown in the **Schedule**.

#### Aircraft Accumulation Limit

**The Insurer's** maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** for all **Losses** involving any **Scheduled Air Transport**.

#### Baggage

Any item of clothing or any article belonging to the **Insured Person** or **the Insured** but not **Money**.

#### Benefit

The sum or sums of money that **the Insurer** has agreed to pay **the Insured** or, as applicable, the **Insured Person** as shown in the **Schedule**.

#### Business Trip

Any journey undertaken by an **Insured Person** (and their accompanying **Spouse** and accompanying immediate family when approved by **the Insured**) on behalf of **the Insured** in connection with the **Business** of **the Insured** that forms part of the **Declared Travel Pattern**.

#### Clause

Any addition, variation or alteration to the terms of this **Policy**.

#### Computer Equipment

Computers and associated audio, visual, video projection, printing or other similar equipment (including data and disks) used solely or partly for business purposes.

#### Contamination

Contamination or poisoning of people by nuclear and/or chemical and/or biological substances that cause **Illness** and/or disablement and/or **Death**.

#### Contamination by Terrorism Accumulation Limit

**The Insurer's** maximum liability in total under this and any other group personal accident and business travel policies issued or to be issued by **the Insurer** to **the Insured** in respect of any one **Loss** involving **Contamination by Terrorism** as shown in the **Schedule**.

#### Declared Travel Pattern

The number, destination and average duration of expected journeys as provided by **the Insured** to **the Insurer**.

#### Directors

The registered company director of **the Insured** and any other persons agreed with **the Insurer** in writing to be treated as directors.

# Business Travel Section

## Definitions

### Accidental Bodily Injury

Bodily injury caused by:

- a. accidental violent external and visible means
- b. unavoidable exposure to the elements.

### Adjustment Information

Such additional information as **the Insurer** may require **the Insured** to provide in order to calculate the full premium due for the **Period of Insurance** as shown in the **Schedule**.

### Aircraft Accumulation Limit

**The Insurer's** maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** for all **Losses** involving any **Scheduled Air Transport**.

### Baggage

Any item of clothing or any article belonging to the **Insured Person** or **the Insured** but not **Money**.

### Benefit

The sum or sums of money that **the Insurer** has agreed to pay **the Insured** or, as applicable, the **Insured Person** as shown in the **Schedule**.

### Business Trip

Any journey undertaken by an **Insured Person** (and their accompanying **Spouse** and accompanying immediate family when approved by **the Insured**) on behalf of **the Insured** in connection with the **Business** of **the Insured** that forms part of the **Declared Travel Pattern**.

### Clause

Any addition, variation or alteration to the terms of this **Policy**.

### Computer Equipment

Computers and associated audio, visual, video projection, printing or other similar equipment (including data and disks) used solely or partly for business purposes.

### Contamination

Contamination or poisoning of people by nuclear and/or chemical and/or biological substances that cause **Illness** and/or disablement and/or **Death**.

### Contamination by Terrorism Accumulation Limit

**The Insurer's** maximum liability in total under this and any other group personal accident and business travel policies issued or to be issued by **the Insurer** to **the Insured** in respect of any one **Loss** involving **Contamination** by **Terrorism** as shown in the **Schedule**.

### Declared Travel Pattern

The number, destination and average duration of expected journeys as provided by **the Insured** to **the Insurer**.

### Directors

The registered company director of **the Insured** and any other persons agreed with **the Insurer** in writing to be treated as directors.



### **Non-Scheduled Air Accumulation Limit**

**The Insurer's** maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** for all **Losses** involving air travel other than **Scheduled Air Transport**.

### **Operative Times of Cover**

The time and circumstances as defined below and as shown in the **Schedule**.

#### **A. Business Travel outside the United Kingdom**

On a **Business Trip** outside the **United Kingdom** or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom** whichever is last, until return to place of residence or place of work in the **United Kingdom** whichever is first.

Any period of holiday for an **Insured Person** which is purely ancillary to the **Business Trip** shall be deemed included within the period of the **Business Trip** provided that it is otherwise within the period set out above.

#### **B. Business Travel in the United Kingdom**

On a **Business Trip** in the **United Kingdom** or country of residence involving an overnight stay away from the **Insured Person's** residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

#### **C. Travel in the United Kingdom**

On a **Business Trip** for **Insured Persons** and **Insured Trip** for **Directors of the Insured** in the **United Kingdom** or country of residence involving an overnight stay away from the **Insured Person's** residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

#### **D. Travel outside the United Kingdom**

On a **Business Trip** for **Insured Persons** and **Insured Trip** for **Directors of the Insured** outside the **United Kingdom** or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom** whichever is last, until return to place of residence or place of work in the **United Kingdom** whichever is first.

Any period of holiday for an **Insured Person** which is purely ancillary to the **Business Trip** shall be deemed included within the period of the **Business Trip** provided that it is otherwise within the period set out above.

#### **E. All Travel in the United Kingdom**

Whilst on an **Insured Trip** in the **United Kingdom** or country of residence involving an overnight stay away from the **Insured Person's** residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

#### **F. All Travel outside the United Kingdom**

While on an **Insured Trip** outside the **United Kingdom** or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom** whichever is the last, until return to place of residence or place of work in the **United Kingdom** whichever is the first.

### **Scheduled Air Transport**

A registered fixed wing aircraft which flies from an internationally recognised airport on a published schedule and which has more than 18 seats.

**Spouse**

The

- i. spouse
- ii. partner
- iii. civil partner with whom the **Insured Person** has been cohabiting for at least 3 months as though they were their spouse or partner

**of the Insured****Strike or Industrial Action**

Any form of industrial action, whether or not organised by a trade union which is carried out with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

**Terrorism**

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, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

**War**

Invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## Part 2 Emergency Medical and Other Expenses

### 24-hour Emergency Medical Assistance

You must contact us immediately about any serious illness or accident where you have to go in to hospital, return home early or extend your stay. If you are unable to do this because the condition is life, limb, sight or organ threatening, you should contact us as soon as you can. We are open 24 hours a day, 365 days a year.

For minor illnesses or accidents needing simple outpatient treatment where the medical expenses are under £250, if possible, please pay the bills, keep the receipts and make a claim when you return home.

Our experienced multi-lingual medical assistance team will take full details of the emergency and can help in the following ways:

- Contacting hospitals and the doctors who are treating you.
- Monitoring your treatment with our medical advisers.
- Contacting your medical practitioner to confirm your medical history, where necessary.
- Making sure hospital and medical bills are guaranteed, where you have a valid claim.
- Making sure relatives or travelling companions are kept up to date.
- Arranging travel and accommodation for someone to stay with you (where medically necessary).
- Deciding and arranging the most suitable, practical and reasonable way to bring you home. This will normally be by regular airline or road ambulance but, where medically necessary, an air ambulance or air taxi with trained medical escorts will be organized. We can also arrange for you to be admitted in to a hospital in your home country.

Note: This is not a private medical insurance policy and only gives cover for emergency medical treatment if you have an accident or suffer an unexpected illness.

For Non-Emergency Medical related claims, please refer to Notifying a Claim: Allianz Claims Handling Office Telephone Numbers within the Introduction of this Policy.

What to do in the event of a claim

Check your schedule and policy wording which gives details of the cover provided along with appropriate conditions and exclusions and any information you may need to obtain. If you have any questions, please contact your insurance adviser.

Alternatively,

- Phone: +44 (0)208 603 9514
- Email: [travel\\_claims@allianz-assistance.co.uk](mailto:travel_claims@allianz-assistance.co.uk)

We may ask you to fill in a claim form and send it to us as soon as possible with all the information and documents we ask for (some of which you may need to obtain while you are away). It is essential that you provide us with as much information as possible to enable us to handle your claim quickly. Please keep copies of all information you send us.

## Cover

If an **Insured Person** sustains **Accidental Bodily Injury** or contracts **Illness** outside the **United Kingdom** (or their normal country of residence if different) during an **Insured Trip** the **Insurer** will reimburse **the Insured** (in the case of a **Business Trip**) or **Insured Person** (if otherwise) for additional costs necessarily incurred by **the Insured** following the death, injury or **Illness** of an **Insured Person** for:-

### a. Medical Expenses outside the United Kingdom

All costs necessarily incurred outside the **United Kingdom** (or outside of the normal country of residence of the **Insured Person** if different) as a result of the injury or **Illness** of an **Insured Person** for reasonable costs for:-

- i. medical, hospital, surgical, remedial or diagnostic treatment
- ii. attention given or prescribed by a registered medical practitioner or nursing home
- iii. ambulance fees
- iv. dental and optical treatment provided that such treatment is necessarily incurred by reason of a medical, dental or optical emergency.

### b. Continued Medical Expenses inside the United Kingdom

Medical expenses necessarily incurred, and not otherwise available from the National Health Service, by an **Insured Person** in the **United Kingdom** within 6 months from the date of return from an **Insured Trip** during which a claim under this **Section** of the **Policy** for the same continuing injury or **Illness** has been accepted by **the Insurer** up to but not exceeding £20,000 any one **Loss** provided that **the Insurer's** written approval is obtained before any expenses are incurred.

### c. Emergency Travel Expenses

Additional costs necessarily incurred following the death, injury or **Illness** of an **Insured Person** for the:

#### i. Repatriation Costs

The cost of repatriation of an **Insured Person** when in the opinion of the doctor in attendance and **the Insurer's** medical advisers, the **Insured Person** is fit to travel.

#### ii. Attendants Travel Expenses

Travel and accommodation expenses of up to two relatives or friends of an **Insured Person** or a qualified nurse who, on medical advice, is required to travel or remain with the **Insured Person** for the remainder of the **Insured Trip** and to escort the **Insured Person** to his or her residence and/or work place as appropriate.

#### iii. Overseas Funeral Expenses

Expenses for the burial or cremation of the **Insured Person** outside the **United Kingdom** (or to the normal country of residence of the **Insured Person** if different).

#### iv. Body Transportation Costs

Transportation costs for the carriage of the body or ashes and the personal effects of the **Insured Person** back to the **United Kingdom** (or to the normal country of residence of the **Insured Person** if different) or at **the Insurer's** discretion, to any other country as requested by the **Insured Person's** immediate family or Legal Representatives (but not the cost of burial or cremation).

#### v. Immediate Family Emergency

Travel expenses in respect of returning an **Insured Person** to the **United Kingdom** (or to the normal country of residence of the **Insured Person** if different) to attend the funeral or otherwise in the event of death or critical illness of any member of the **Insured Person's** immediate family provided that the death occurred after and could not have been foreseen at the time of commencement of the **Insured Trip**.

#### vi. Immediate Family's Travel Expenses

Travel expenses in respect of any member of the **Insured Person's** immediate family who is travelling with the **Insured Person** in returning to the **United Kingdom** (or the **Insured Person's** normal country of residence if different) in the event of the **Insured Person** being medically repatriated.

The most **the Insurer** will pay for any one **Loss** under Part 2 of this **Section** of the **Policy** is such expenses for up to 2 years from the date of **Accidental Bodily Injury** or commencement of **Illness** up to the **Sum Insured** shown in the **Schedule** less the deduction of any **Excess**, provided that other than in the case of an emergency where immediate action is required to avert serious health or life threatening consequences, **the Insured** (in the case of a **Business Trip**) or the **Insured Person** (if otherwise) must first contact the Emergency Medical Assistance Service for advice and assistance to be taken prior to incurring any costs.

Failure to seek such prior advice and assistance will result in **the Insurer** declining to pay for any costs incurred.

#### Overseas Hospitalisation Benefit

If as a result of having sustained **Accidental Bodily Injury** or contracted **Illness** during the **Period of Insurance** and **Operative Time of Cover** an **Insured Person** is admitted to **Hospital** outside the **United Kingdom** (or the **Insured Person's** normal place of residence if different) as an in-patient for a continuous period of not less than 24 hours on the recommendation of:-

- a. the **Insured Person's** general practitioner
- b. a doctor attached to the **Hospital**

**the Insurer** will pay **the Insured** (in the case of a **Business Trip**) or the **Insured Person** (if otherwise) the following amounts in addition to any other benefits payable in respect of the **Insured Person**:

##### 1. In-Patient Benefit

£50 for each full 24-hour period which the **Insured Person** spends in **Hospital** as an in-patient.

The maximum total amount payable is £1,000 in respect of any one **Insured Person**.

##### 2. Convalescence Benefit

£50 for each full 24-hour period of convalescence during which the **Insured Person** is confined to his or her home or a registered nursing home on the recommendation of a doctor upon discharge following a period of **Hospitalisation**.

The maximum total amount payable is £1,000 in respect of any one **Insured Person**.

#### Emergency Medical Assistance Service

The Emergency Medical Assistance Service is operated by a specialist emergency assistance organisation whose details are advised to **the Insured** on a medical assistance card issued by **the Insurer**. **The Insured** shall where appropriate communicate these details to the **Insured Person**.

The Emergency Medical Assistance Service will advise on, and where appropriate arrange, all medical treatment, travel and accommodation covered under Part 2 Emergency Medical and Other Expenses.

The Emergency Medical Assistance Service will deal with enquiries and will ensure that where necessary:

1. the hospital is contacted and any necessary fees guaranteed
2. multi-lingual staff are used to converse with doctors and the hospital overseas in their own language
3. medical advisers are consulted at the outset for their views on the possibility of arranging repatriation and the best method of transportation to be adopted. Whenever necessary the patient will be escorted by a medical attendant.

4. assistance is provided upon arrival in the **United Kingdom** (or the **Insured Person's** normal country of residence if different)
5. arrangements are made for the **Insured Person** to travel home and for the outward and return journeys for the next of kin to a sick or injured **Insured Person**.

Provided that medical treatment, travel and/or accommodation has been arranged by the Emergency Medical Assistance Service **the Insurer** will pay all costs covered under this **Section** incurred on behalf of the **Insured Person** or **the Insured**.

## Policyholder Helplines

This added value service is provided as an automatic benefit under your policy and is administered by Allianz Global Assistance on behalf of the Insurer.

The service is accessed by the Insured or Insured Person contacting Allianz Global Assistance on the telephone number provided.

### Pre-travel Helpline

**Tel 0208 603 9517**

Planning a business trip to a country can be a journey in itself. That is why there is a pre-travel helpline on hand to provide support and assistance for travel enquiries ranging from visa queries to inoculations required.

## Advice before you travel

**The Insured** or **Insured Person(s)** may also choose to consider the following services which are totally independent of and are not part of this policy:

### Foreign & Commonwealth Office Travel Advice

The Foreign & Commonwealth Office periodically issue guidelines about locations around the world and whether it is advisable to travel to, or within, such locations.

It is strongly recommended that **the Insured** consults the travel advice section of the Foreign & Commonwealth Office website ([fco.gov.uk](http://fco.gov.uk)) before allowing an **Insured Person** to travel.

### European Health Insurance Card (EHIC)

An EHIC entitles a person to reduced-cost, sometimes free, medical treatment that becomes necessary while they are in a European Economic Area (EEA) country or Switzerland.

The EEA consists of all European Union (EU) countries plus Iceland, Lichenstein and Norway. Switzerland applies the EHIC through an agreement with the EU.

Subject to restrictions, people who are ordinarily resident in the UK are entitled to an EHIC.

A person can apply for an EHIC:

- a. by phone on 0300 330 1350
- b. by post using an EHIC form available from the Post Office
- c. on-line at [www.ehic.org.uk](http://www.ehic.org.uk)

## Part 3 Cancellation and Curtailment

### Cover

If an **Insured Trip** during the **Period of Insurance** and **Operative Time of Cover** is unavoidably cancelled or curtailed as a result of:

- a. any cause outside the control of **the Insured** and/or the **Insured Person**
- b. a companion or family member with whom the **Insured Person** is travelling becoming totally disabled by **Accidental Bodily Injury** or **Illness** occurring during the **Insured Trip** where the disablement is such that on the advice of a registered medical practitioner the travelling companion or family member must return to the **United Kingdom** (or to the normal country of residence of the **Insured Person** if different), immediately and without delay

and as a result the **Insured Person's** original journey plans are rearranged the **Insurer** will reimburse **the Insured** or **Insured Person's** for all non-recoverable deposits advance payments and other charges paid or due to be paid by **the Insured** or the **Insured Person** for travel and/or accommodation of the **Insured Person** in connection with the cancelled **Insured Trip** up to the **Sum Insured** shown in the **Schedule**.

### Replacement Personnel Expenses

If an **Insured Person** suffers **Accidental Bodily Injury** or contracts **Illness** during the **Period of Insurance** and **Operative Time of Cover** which for medical reasons causes the **Insured Person** to be unable to continue a **Business Trip**, the **Insurer** will reimburse **the Insured** for any transport and accommodation costs which **the Insured** necessarily incurs in sending one or more persons to replace the original **Insured Person(s)** in order to carry out and complete the original purpose of the original **Business Trip** provided that:

- a. **the Insured** or **Insured Person** do not incur any unnecessary costs
- b. the deployment of a replacement person or persons is a business necessity.

The maximum total amount payable is the **Sum Insured** shown in Part 3 Cancellation and Curtailment in the **Schedule** in respect of any one **Insured Person** for any one **Business Trip**.

### Delayed Departure

If on an **Insured Trip** the **Insured Person** is delayed beyond the published departure time of the:

- a. aircraft
- b. sea vessel
- c. train

in which they are booked to travel during the **Period of Insurance** and **Operative Time of Cover** the **Insurer** will pay **the Insured** (in the case of a **Business Trip**) or the **Insured Person** (if otherwise):

- £30.00 after the first 4 hours delay
- £30.00 for each subsequent full hour of delay

provided that the:

1. **Insured Person** checks in at the airport or port or other departure point designated by the relevant travel provider not later than the latest check in time indicated by the travel provider
2. **Insured Person** accepts alternative equivalent means of travel if this is offered by the travel provider within the period of delay
3. **Insured** or **Insured Person** obtains written confirmation from the travel provider of the extent of and reason for any delay
4. **Strike or Industrial Action** affecting travel services was not in progress or had not been publicly threatened and/or publicly announced at the time of booking the **Insured Trip**.

The maximum amount payable is £750 in respect of any one **Insured Person**.

### **Missed International Connection/Missed Departure**

If the aircraft, sea vessel or train in which the **Insured Person** is travelling fails to:

- a. get them to the departure point on time to take the first aircraft, sea vessel or train to commence an **Insured Trip** outside of the **United Kingdom**
- b. arrives at its destination outside the **United Kingdom** at the published expected time of arrival which results in the **Insured Person** arriving too late to board an onward connecting aircraft, sea vessel or train on which they are booked to travel

during the **Period of Insurance** and **Operative Time of Cover** the **Insurer** will reimburse the **Insured** or **Insured Person** for any costs reasonably and necessarily incurred for additional travel, accommodation or refreshments up to the maximum amount of £500.00

provided that the:

1. published expected time of arrival of the original aircraft, sea vessel or train on which the **Insured Person** is travelling at its destination airport or port must be sufficiently early to allow the **Insured Person** a reasonable expectation of checking in for the onward connecting transportation at least 45 minutes prior to the latest time permitted by the relevant operator for check in.
2. **Insured** or **Insured Person** obtains in writing the actual time of arrival of the aircraft or sea vessel or train at its destination from the airline company or sea vessel operator or train operator on the first section of the journey and written confirmation from the connecting airline company or sea vessel operator or train operator that the connection has been missed because of the late arrival of the aircraft or sea vessel or train.
3. **Insured Person** accepts alternative equivalent means of travel if this is offered by the travel provider within the period of delay
4. **Strike or Industrial Action** affecting travel services was not in progress or had not been publicly threatened and/or publicly announced at the time of booking the **Insured Trip**.



## Part 4 Baggage and Money

### Cover

If the **Baggage** or **Money** of an **Insured Person** is permanently lost, stolen or damaged during the **Period of Insurance** and **Operative Time of Cover**, **the Insurer** will at its sole option either pay to **the Insured** (in the case of a **Business Trip**) or **Insured Person** (if otherwise) the cost of replacement of such **Baggage** and/or **Money** or in the case of lost or stolen **Baggage** provide a replacement article up to the **Sum Insured** in the **Schedule** less the deduction of any **Excess** amount shown in the **Schedule** provided that:-

1. if **Baggage** or **Money** of an **Insured Person** is lost or stolen, **the Insured** or **Insured Person** must, as soon as possible and in any event within 48 hours of the **Loss** or theft being discovered, notify the **Loss** to the Police or other appropriate authorities and obtain a written loss report from them (in the case of an airline **the Insured** or **Insured Person** will need to obtain a Property Irregularity Report)
2. **the Insured** (in the case of a **Business Trip**) or the **Insured Person** (if otherwise) provides **the Insurer** with evidence which substantiates the claim to **the Insurer's** satisfaction which may include receipts or loss report forms for the lost or stolen **Baggage** or **Money**.

The maximum amount payable is:-

- a. the **Sum Insured** shown in Part 4 of the **Schedule** in respect of any one **Insured Person** for any one **Insured Trip**.
- b. £1,500 for any one item of **Baggage**
- c. the **Sum Insured** shown in the **Schedule** for **Loss of Money**.

### Pre-Journey and Post-Journey Money Cover

This **Policy** extends to include **Money** lost or stolen within the 72-hour periods immediately prior to and immediately following an **Insured Trip** provided that such **Money** has been obtained by the **Insured Person** specifically for the purposes of undertaking the **Insured Trip** and is in the custody and control of the **Insured Person**.

### Pre-Journey Loss of Passport

If the passport and/or visa of an **Insured Person** is stolen within the 7-day period immediately prior to the planned departure date of an **Insured Trip**, provided that **the Insured** or **Insured Person** reports the theft to the Police, **the Insurer** will reimburse **the Insured** or **Insured Person** for any travel and accommodation costs reasonably and necessarily incurred in travelling to the nearest issuing office to obtain replacement documents for the **Insured Person** including any charges levied by the issuing office for the replacement documents.

The maximum amount payable is £250 any one **Loss**.

### Loss of Passport during a Journey

If the passport and/or visa of an **Insured Person** is lost, stolen, damaged or otherwise becomes void during the course of an **Insured Trip** other than as a result of the expiry date of the passport and/or visa having passed, **the Insurer** will reimburse **the Insured** or **Insured Person** for any travel and accommodation costs reasonably and necessarily incurred in travelling to the nearest issuing office to obtain replacement documents for the **Insured Person** including any charges levied by the issuing office for the replacement documents.

The maximum amount payable is £1,000 in respect of any one **Loss**.

### **Temporary Deprivation of Baggage**

If during an **Insured Trip** an **Insured Person** is temporarily deprived of **Baggage** for reasons outside of their control for a period of more than 4 hours, **the Insurer** will reimburse **the Insured** or **Insured Person** for the cost necessarily incurred for emergency essential purchases. Such payment made under this extension will be deducted from any lost/stolen **Baggage** payment for the same **Loss**.

The maximum amount payable is £1,000 in respect of any one **Loss**.

### **Fraudulent Use of Credit Cards**

If the **Insured Person** sustains financial loss as a direct result of a credit/charge/debit/bankers card being lost or stolen during an **Insured Trip** and it being fraudulently used by anyone other than the **Insured Person** the **Insurer** will pay either:

a. **the Insured** an amount equivalent to such loss provided that **the Insured** had at the time of the **Loss** an obligation to the **Insured Person** to reimburse them for such loss and has so reimbursed them;

or

b. the **Insured Person** an amount equivalent to such loss

provided that the terms and conditions under which such card has been issued have been fully complied with.

The maximum amount payable is £1,000 in respect of any one **Insured Trip**.

## Part 5 Personal Liability

### Cover

**The Insurer** will pay the **Insured Person** the amount of any damages or other costs or expenses which the **Insured Person** on an **Insured Trip** becomes legally liable to pay as a result of the **Insured Person** causing death or bodily injury to third parties, or accidental loss of or damage to their property during the **Period of Insurance** and **Operative Time of Cover** up to the Limit of Indemnity shown in the **Schedule** in respect of any one **Loss** provided that:-

1. **the Insured** or the **Insured Person** gives immediate notice to **the Insurer** of any occurrence which may result in a claim under Part 5 of this **Section** of the **Policy** even if no notice of impending prosecution, inquest or inquiry has been issued to **the Insured** or **Insured Person**. **The Insured** or **Insured Person** must notify **the Insurer** immediately in writing if any notice of prosecution, inquest or inquiry is received by **the Insured** or **Insured Person**.
2. **the Insured** or **Insured Person** provides **the Insurer** with all information or documentation that **the Insurer** requests in connection with any occurrence which may result in a claim under Part 5 of this **Section** of the **Policy**.
3. **the Insured** or **Insured Person** forwards to **the Insurer** every letter, writ or summons received by the **Insured Person** or **the Insured** in connection with any occurrence that is or may be the subject of a claim under Part 5 of this **Section** of the **Policy** immediately it is received.
4. **the Insured** or **Insured Person** does not make any admission of liability, offer or promise or payment without **the Insurer's** specific written consent.
5. **the Insurer** is able at its discretion to take over the **Insured Person's** rights and conduct the defence or settlement of any claim in the name of the **Insured Person** and **the Insurer** is able to prosecute any other persons at its own expense and for its own benefit and the **Insured Person** gives **the Insurer** all information and assistance as **the Insurer** may require.

## Part 6 Legal Expenses

### Definitions that only apply to Part 6 Legal Expenses

In addition to the Policy Definitions and the Definitions contained elsewhere within the Business Travel **Section**, the following also apply to Part 6. They have the same meaning wherever they appear in **bold** text throughout Part 6.

#### **Insurer**

Allianz Insurance plc trading as Allianz Legal Protection. Their address is:  
Allianz Legal Protection  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW.

#### **Journey**

Any period during which an **Insured Person** is away from his or her normal place of work, as long as

1. The **Insured Person** is away for at least 24 hours.
2. The **Insured Person** is away in connection with the **Business of the Insured**.
3. It is within the **Period of Insurance** and within the **Territorial Limits**.

#### **Legal Costs**

1. The professional fees and expenses reasonably and properly charged by the **Legal Representative** on a **standard basis**, up to the standard rates set by the courts, which cannot be recovered from the **Insured Person's** opponent.
2. The **Insured Person's** opponents **Legal Costs** in civil cases which the **Insured Person** is ordered to pay by a court or which the **Insured Person** pays to his or her opponent with the written agreement of **the Insurer**.

**The Insurer** will only pay **Legal Costs** which **the Insurer** considers are necessary and in proportion to the value of the **Insured Person's** claim.

**The Insurer** will only start to cover **Legal Costs** from the time **the Insurer** has accepted the claim and appointed the **Legal Representative**.

#### **Legal Representative**

The solicitor or other person appointed with the agreement of **the Insurer** under Part 6 of this **Policy Section** to represent the **Insured Person**.

## Standard basis

The assessment of **costs** which are proportionate to **your** claim.

## Territorial Limits

The **United Kingdom** and **Europe** including Madeira, the Canary Islands and countries bordering the Mediterranean other than Jordan, Libya, Syria, Israel, Egypt and Lebanon.

## Cover

**The Insurer** will pay the **Legal Costs** that **the Insurer** has agreed to of the **Insured Person** taking legal action against the **Insured Person's** opponent as a result of a sudden and specific event which causes death or bodily injury to the **Insured Person**.

**The Insurer** will provide this cover as long as:

- the event happens during the course of a **Journey** within the **Territorial Limits**;
- the legal action is brought within the **Territorial Limits**; and
- the **Insured Person** has a reasonable chance of successfully recovering damages at all times.

The most **the Insurer** will pay for all claims arising from one event is £50,000.

## Exclusions that only apply to Part 6 Legal Expenses

In addition to the General Exclusions of this **Policy** and the Exclusions of this **Policy Section**, the following also apply to Part 6.

**The Insurer** will not pay for the following:

1. Any amount of money that the **Insured Person** agrees to or has to pay any **Legal Representative** out of any compensation or damages that the **Insured Person** receives following an **Insured Event**.
2. Any claim relating to an **Insured Person** who does not normally live in the **United Kingdom**.
3. Any claim relating to an **Insured Person** driving any motor vehicle.
4. Any claim relating to medical treatment received by the **Insured Person**.
5. Any costs or expenses incurred by the **Insured Person** before **the Insurer** has accepted the **Insured Person's** claim in writing.
6. Any **Legal Costs** **the Insurer** has not agreed to in writing
7. Any fines or penalties.
8. Disputes between the **Insured Person** and:
  - any other person covered by this **Policy**;
  - someone the **Insured Person** lives with or has lived with;
  - **the Insured**; or
  - **the Insurer**.
9. Any claim which happens because the **Insured Person** has deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim.
10. An application or a judicial review.
11. Any dispute to do with written or verbal remarks which damage the **Insured Person's** reputation.
12. Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret or deal with any date change.
13. **Legal Costs** covered by another insurance policy or any other **Section** of this **Policy**.
14. Any VAT which the **Insured Person** can get back from elsewhere.
15. Claims arising from war, invasion, riot, revolution, **Terrorism** or a similar event.

## Making a Claim under Part 6 Legal Expenses

To make a claim under Part 6 Legal Expenses, the **Insured Person** should telephone **the Insurer** on 0370 241 4140 and quote Master Policy Number **34445**. **The Insurer** will send a claim form to the **Insured Person** who must complete the claim form and send it back to **the Insurer** at:

Allianz Legal Protection  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW

**The Insurer** will contact the **Insured Person** once **the Insurer** has received the claim form. 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 they have agreed to in the **Insured Person's** name and on the **Insured Person** behalf and will only start to cover the **Legal Costs** from the time **the Insurer** has accepted the claim and appointed the **Legal Representative**.

### Conditions that only apply to Part 6 Legal Expenses

In addition to the General Conditions of this **Policy** and the Conditions of this **Policy Section**, the following also apply to Part 6. If the **Insured Person** does not keep to the following conditions, **the Insurer** will have the right to cancel Part 6, refuse any claim and withdraw from the current claim.

1. It is a condition precedent to **the Insurer's** liability that the **Insured Person**:
  - a. reports any claim to **the Insurer** and not to any other person or organisation
  - b. gives **the Insurer** written details of the claim along with any other supporting information **the Insurer** asks for
  - c. makes a claim within six months of the date of the event which gave rise to the death or or bodily injury to the **Insured Person**
  - d. does not appoint a **Legal Representative**
  - e. follows the advice of the **Legal Representative** and provide any information he or she asks for
  - f. takes every reasonable step to get **Legal Costs** back and pay them to **the Insurer**
  - g. gets the written permission of **the Insurer** before making an appeal
  - h. ensures that the **Legal Representative** keeps to all parts of condition 2 below.
2. The **Legal Representative** must:
  - a. get the written permission of **the Insurer** before instructing a barrister or expert witness. Failure to do so will result in **the Insurer** not paying the fees any barrister or expert witness incurred prior to **the Insurer's** approval.
  - b. tell **the Insurer** if, at any stage, there is no longer a reasonable chance of successfully getting damages back or getting any other solution
  - c. tell **the Insurer** immediately if the **Insured Person** or other party makes a payment into a court or any offer to settle the matter
  - d. report the result of the claim to **the Insurer** when it is finished.

3. **The Insurer** will have the right to:
  - a. take over and conduct, in the **Insured Person's** name, any claim or proceedings
  - b. settle a claim by paying the amount in dispute
  - c. appoint the **Legal Representative** in the **Insured Person's** name and on the **Insured Person's** behalf
  - d. have any legal bill audited or assessed
  - e. contact the **Legal Representative** at any time, and have access to all statements, opinions and reports relating to the claim
  - f. end the **Insured Person's** cover if, during the course of the claim, **the Insurer** thinks there is no longer a reasonable chance of success. If the **Insured Person** continues the claim and gets a better settlement than **the Insurer** expected, **the Insurer** will pay his or her reasonable **Legal Costs**
  - g. settle the **Legal Costs** covered by Part 6 of this **Policy Section** at the end of the claim
  - h. end the **Insured Person's** claim and recover any **Legal Costs** from the **Insured Person** which **the Insurer** has already paid or agreed to pay if:
    - the **Legal Representative** reasonably refuses to continue acting for the **Insured Person** because of any unreasonable act or failure to act by the **Insured Person**; or
    - the **Insured Person** unreasonably withdraws his or her claim from the **Legal Representative** without the agreement of **the Insurer**; and
    - **the Insurer** does not agree to appoint another **Legal Representative** to continue the **Insured Person's** claim.

#### 4. **Choosing the legal representative**

At any time before **the Insurer** agrees that legal proceedings need to be issued, **the Insurer** will choose the **Legal Representative**. The **Insured Person** can only choose the **Legal Representative** if **the Insurer** agrees that legal proceedings need to be issued or if a conflict of interest arises which means that the **Legal Representative** cannot act for the **Insured Person**. The **Insured Person** must send the name and address of his or her chosen **Legal Representative** to **the Insurer**. If **the Insurer** agrees to appoint a **Legal Representative** that the **Insured Person** chooses, he or she will be appointed on the same terms as **the Insurer** would have appointed their own chosen **Legal Representative**. **The Insurer** may decide not to accept the **Insured Person's** choice of **Legal Representative**. If **the Insurer** does not agree with the **Insured Person's** choice, the matter will be settled using the procedure in condition 6 of Part 6 of this **Policy Section**.

When choosing the **Legal Representative**, the **Insured Person** must remember the **Insured Person's** duty to keep the **Legal Costs** of any legal proceedings as low as possible.

#### 5. **Notices**

Every notice which needs to be given under Part 6 of this **Policy Section** must be given in writing, if the **Insured Person** gives **the Insurer** notice, he or she must send it to **the Insurer** at **the Insurer's** address

If **the Insurer** gives the **Insured Person** notice, **the Insurer** must send it to his or her last known address.

#### 6. **Disputes**

If there is a dispute between the **Insured Person** and **the Insurer**, the matter may be referred to an arbitrator, who the **Insured Person** and **the Insurer** agree to. If **the Insurer** and the **Insured Person** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either the **Insured Person** or **the Insurer**, the arbitrator will decide how the **Insured Person** and **the Insurer** will share the costs.

## Part 7 Hijack and Kidnap

### Cover

If on an **Insured Trip** the **Insured Person** is the victim of **Hijack, Kidnap** or is **Taken Hostage** during the **Period of Insurance** and **Operative Time of Cover** the **Insurer** will pay **the Insured** (in the case of a **Business Trip**) or **Insured Person** (if otherwise) £300 or the amount shown in the **Schedule**, whichever is the greater, for each complete 24 hour period that the **Insured Person** is held.

The maximum amount payable is £15,000 in respect of any one **Loss**.



## Exclusions

This part of the **Section** provides details of all Exclusions. There are further Exclusions applicable to Part 6 Legal Expenses which are detailed within this **Section**.

**The Insurer** will not pay for:

1. any claim arising out of or consequent upon or contributed to directly or indirectly by:-

A. any **Insured Person** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind.

B. the **Insured Person**

- a. taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for the **Insured Person's** own drug addiction or alcoholism
- b. serving in the Armed Forces of any Nation or International Authority
- c. committing suicide, attempted suicide or intentional self-injury
- d. participating in off-piste winter sports.

C. **War** (whether declared or not):

- a. between any of the Major Powers (specifically China, France, the **United Kingdom**, any of the former member states of the Soviet Union and the United States of America)

and/or

- b. within **Europe** in which any of such Major Powers or their armed forces are involved or any enforcement action within **Europe** by or on behalf of the United Nations.

Exclusion 1.C is not applicable to Part 6 of this **Section**.

D. ionising radiations radioactive **Contamination** or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

E. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) and or any mutual derivative or variations however caused.

2. **Losses** arising directly or indirectly out of **Contamination** due to any act of **Terrorism** regardless of any other cause or any other event contributing at the same time or in any other sequence to such event.

If **the Insurer** alleges that by reason of this exclusion any loss, damage, cost or expense is not covered the burden of proving the contrary shall be upon **the Insured** or **Insured Person**, as applicable.

3. any **Loss** arising from travel to Afghanistan, Iraq, Ivory Coast, Somalia or Chechnya unless agreed in writing by **the Insurer**.

4. any claim in excess of £25,000,000 irrespective of any amount shown elsewhere in the **Schedule**.



5. any claim under Part 2 of this **Section**:
  - a. where an **Insured Person** is travelling:
    - i. against the advice of a registered medical practitioner
    - ii. for the specific purpose of receiving medical treatment or advice.
  - b. in the last month prior to the most recently advised expected date of delivery as a result of the **Insured Person** being pregnant or giving birth (unless disability arises from a diagnosed medical complication which is not a normal symptom of pregnancy or childbirth)
  - c. for cosmetic treatment unless agreed by **the Insurer** and necessary as a result of **Accidental Bodily Injury**
  - d. for costs of medication known by the **Insured Person** to be required or continued whilst on the **Insured Trip**
  - e. costs of private medical care in the **United Kingdom** or country of residence unless covered by **Continued Medical Expenses** in the **United Kingdom** under Part 2.
  
6. any claim under Part 3 of this **Section** in respect of:
  - a. disinclination of the **Insured Person** or companion or family member to travel
  - b. the **Insured Person** or family member or companion who accompanies the **Insured Person**:
    - i. travelling or planning to travel against the advice of a registered medical practitioner
    - ii. being pregnant where the cancellation, curtailment or re-arrangement occurs during the last month of the most recently advised expected date of delivery for such person giving birth (unless disability arises from a diagnosed medical complication which is not a normal symptom of pregnancy or childbirth)
  - c. cancellation or rescheduling of the intended purpose of the **Insured Trip**
  - d. redundancy or the termination of employment of the **Insured Person**
  - e. **the Insured** or **Insured Person's** financial circumstances
  - f. default of any provider (or their agent) of transport or accommodation, acting for **the Insured** or **Insured Person**
  - g. delay due to the financial failure of the provider of the travel and/or accommodation services or the travel agent or tour operator acting for **the Insured** or **Insured Person**
  - h. any claim for Delayed Departure in respect of a claim that is covered by Missed International Connection/Missed Departure.
  
7. any claim under Part 4 of this **Section** in respect of:
  - a. loss of monetary value due to depreciation
  - b. loss/damage to, or theft of, deeds, securities or manuscripts
  - c. **Computer Equipment** unless declared to and accepted by **the Insurer**
  - d. **Baggage** stolen or lost from an unattended vehicle unless such **Baggage** was in the locked boot or concealed in a covered luggage compartment of a fully locked vehicle
  - e. **Money** stolen or lost from an unattended vehicle
  - f. loss or damage caused by delay, detention or confiscation by order of any Government or Public Authority.
  
8. any claim under Part 5 of this **Section** in respect of:
  - a. bodily injury caused to any member of the **Insured Person's** immediate family or loss or damage caused to property belonging to or in the custody or control of the **Insured Person** or any member of the **Insured Person's** immediate family or employee or any servant or agent of the **Insured Person**

- b. bodily injury or loss of or damage to property which arises whilst the **Insured Person** is performing any duty or action in connection with the **Business of the Insured** or any other business occupation or profession of the **Insured Person**
  - c. bodily injury or loss of or damage to property which arises out of the ownership, possession or use of or legal responsibility for any:
    - i. land or buildings
    - ii. mechanically propelled or towed vehicle
    - iii. aircraft, hovercraft or watercraft
    - iv. animal (of a species defined as a dangerous species in the Animals Act 1971 or the Dangerous Dogs Act 1991 or Dangerous Dogs Act (Amendment) 1996) by the **Insured Person**
  - d. liability in respect of fines, penalties, or liquidated damages, punitive, exemplary or aggravated damages
  - e. any loss or damage occurring outside the **United Kingdom** or in any country in which the **Insured Person** owns premises or is resident or domiciled
  - f. liability arising directly or indirectly by or through or in connection with any wilful or malicious or unlawful act or omission
  - g. liability loss or damage for which indemnity is provided under any other Insurance.
9. any claim under Part 7 of this **Section** in respect of:
- a. **Hijack** or being **Kidnapped/Taken Hostage** when the scheduled destination of the flight is or is by way of a country in a state of **War**
  - b. being **Kidnapped/Taken Hostage** where the **Insured Person** is **Kidnapped/Taken Hostage** in a country that is in a state of **War**
  - c. ransom payments, or reimburse payment of promises of payments of any kind made to secure the release of an **Insured Person**.
10. any claim in respect of any **Insured Person** aged 75 or over at the commencement of the **Period of Insurance** unless otherwise agreed by the **Insurer**.



## Conditions

The **General Conditions** of this **Policy** apply to this **Section** with the exception of **General Conditions 2, 3 and 4**.

There are also additional Conditions applicable to Part 6 Legal Expenses which are detailed with this **Section**.

In addition the following Conditions apply to this **Section**.

### 1. Misrepresentation of facts relevant to an Insured Person

If a claim is made under this **Section**, **the Insurer** will not invoke the remedies which might otherwise have been available to it under General Condition 1. Fair Presentation of the Risk as against **the Insured**, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular **Insured Person**. If the **Insured Person** concerned or **the Insured** on their behalf makes a careless misrepresentation of facts, **the Insurer** may invoke the remedies available to it under General Condition 1 as against that **Insured Person** only, as if a separate insurance contract had been issued to such person, leaving the remainder of the **Policy** unaffected.

### 2. Fraudulent Claims

If any fraud to which General Condition 5 relates is perpetrated by or on behalf of an **Insured Person** (and not on behalf of **the Insured**), General Condition 5 should be read as if it applies only to that **Insured Person's** claim and references to the **Policy** should be read as if they were references to the cover effected for that person alone and not to the **Policy** as a whole.

### 3. Payment of Premium

**The Insured** must pay to **the Insurer** all premiums due to **the Insurer** together with all taxes due on the premiums.

### 4. Assignment

**The Insured** and the **Insured Person** must not assign any of the **Benefits** under this **Section**. **The Insurer** will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this **Section**.

### 5. Change in Risk

It is a condition precedent to the liability of **the Insurer** that the **the Insured** must give immediate notice to **the Insurer** of any change of any **Insured Person(s)** from that which **the Insured** originally advised to **the Insurer**.

### 6. The Insurer's right to cancel this Section

Other than as described under **Section** Condition 7. below, Condition 8. of part 6 of this **Section** above or where General Condition 5. Fraud applies, **the Insurer** may cancel this **Section** by sending 30 days' notice by recorded delivery post to **the Insured** at **the Insured's** last known address together with any appropriate refund of premium. **The Insured Person** and **the Insured** may not cancel this **Section**.

## 7. Cancellation - War Risks

**The Insurer** may cancel cover under this **Section** in respect of **War** risks at any time and at its discretion by sending 7 days notice by recorded delivery post to **the Insured** at **the Insured's** last known address but such cancellation of cover will not apply for any **Insured Trip** outside of the **United Kingdom** or the **Insured Person's** country of residence (if different) which commenced prior to the effective date of the notice of cancellation. **The Insured** will notify all **Insured Person's** of such cancellation.

## 8. Adjustment of premium

If premium has been calculated on a deposit or declaration basis, **the Insured** must provide the **Adjustment Information** to **the Insurer** within 30 days of the expiry of the **Period of Insurance**. Any additional premium calculated to be due must be paid by **the Insured** upon demand and any return premium will be paid by **the Insurer** to **the Insured**.

If **the Insured** does not provide the **Adjustment Information** within 30 days of the expiry of the **Period of Insurance** then **the Insurer** will be entitled to adjust the premium at its discretion, but subject to any additional premium not exceeding 50% of the annual premium for the relevant **Period of Insurance**.

## 9. Claims Conditions

No claim will be paid unless **the Insured** and where applicable the **Insured Person** complies strictly with these conditions:

- a. **The Insured** or **Insured Person** must give notice to **the Insurer** as soon as possible and in any event within 30 days after the happening of any loss, damage or occurrence which may result in a claim.
- b. **The Insured** or **Insured Person** must provide **the Insurer** with all information and evidence which **the Insurer** may reasonably require at no cost to **the Insurer**.
- c. **The Insured** or **Insured Person** must at **the Insurer's** request provide a medical examination report in respect of any **Accidental Bodily Injury** where **the Insured** or **Insured Person** requires **the Insurer** to consider a claim
- d. **The Insured** must ensure that as soon as possible after the occurrence of any **Accidental Bodily Injury** the **Insured Person** obtains and follows the advice of a registered medical practitioner. **The Insurer** will not be liable for any bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of the **Insured Person's** failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed.
- e. In the event of the death of an **Insured Person** **the Insurer** will be entitled to have a post-mortem examination carried out at **the Insurer's** own expense.

## 10. Accumulation Limits

Where the total of all individual claims exceed the

- i. **Aircraft Accumulation Limit**
- ii. **Event Accumulation Limit**
- iii. **Non-scheduled Air Accumulation Limit**
- iv. **Contamination by Terrorism Accumulation Limit**

the individual claims shall be reduced proportionately until the total of all individual claims does not exceed the limit applicable.

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# Commercial Select New Business Schedule

Please note that you must advise your insurance adviser of any changes to the risk and items to be covered.

Policy Number: 07/SZ/28951736/10

Agreement Number: Not Applicable

Account Number: 07/13936

Insurance Adviser: Green Insurance Group

The Insured: THE OFFICERS & COMMITTEE MEMBERS FOR THE TIME BEING OF THE ENGLISH CHESS FEDERATION

Postal Address: THE WATCH OAK  
CHAIN LANE  
BATTLE  
EAST SUSSEX  
TN33 0YD

First Premium: £ 2,500.00  
Insurance Premium Tax: £ 300.00  
Total First Premium: £ 2,800.00

Annual Premium: £ 2,500.00  
Insurance Premium Tax: £ 300.00  
Total Annual Premium: £ 2,800.00

Effective Date: 01/10/2018

Renewal Date: 01/10/2019 at 12.00 hrs

Business Description: NATIONAL GOVERNING BODY OF CHESS & ORGANISER OF TOURNAMENTS

## Accident Section (02)

### Insured Persons Categories

Category A.	See Clause for Details
Operative Time :	Occupational

### Part 1. Accident Cover Scale of Compensation

Item Description	Sum Insured
1. Death	£25,000
2. Loss of Sight One Eye or Loss of One limb	£25,000
3. Loss of Limb(s) or Loss of sight both eyes	£25,000
4. Loss of hearing in 1 Ear or Internal Organ (% of Sum Insured of Item 2)	25.00%
5. Loss of Hearing	£25,000

6. Loss of Speech (% of Sum Insured of Item 2)	100.00%
7. Permanent Total Disablement	£25,000
Permanent Total Disablement (Continental Scale)	Insured
8. Temporary Total Disablement (Per Week)	£250
9. Temporary Partial Disablement (Per Week)	£125
Excess Period for Items 8 and 9 (Days)	NIL
Maximum Payment Period for Items 8 and 9 (Weeks)	104

### Limits

Maximum Sum Insured Items 1-7	£25,000
Maximum Sum Insured Items 8-9	£250
Aircraft Accumulation Limit	£1,000,000
Event Accumulation Limit	£1,000,000
Non-Scheduled Air Accumulation Limit	£250,000
Contamination By Terrorism Accumulation Limit	£250,000

### Clauses applicable to this Section (please refer to the Clause Details for full wordings)

S/1/1 Insured Person Category

Z/1089/1 Personal Accident - Additional Cover Extension

## Business Travel Section (02)

Category A.	See Clause for Details
Operative Time	Business Travel in the United Kingdom



Part 2. Emergency Medical and Other Expenses	£2,000,000
Excess	£25
Part 3. Cancellation and Curtailment	£5,000
Part 4. Baggage	£5,000
Excess	£25
Money	£5,000
Excess	£25
Part 5. Personal Liability	£5,000,000
Part 6. Legal Expenses	£50,000
Part 7. Hijack & Kidnap (Per Day)	£500

**Details of Travel (As Declared)(Days)**

Europe	1098
UK	180
USA / North America	NIL
World-Wide	153

**Clauses applicable to this Section (please refer to the Clause Details for full wordings)**

S/2/1 Insured Person Category

**Clause Details**

**S/1/1 Insured Person Category**

The definition under Category A of Insured Persons is amended as follows and not as otherwise stated;

Any English Chess Federation Member including Affiliated Members

**Z/1089/1 Personal Accident - Additional Cover Extension**

Solely for the purposes of this extension;

- A. Coma shall mean a continuous unconscious state of the Insured Person
- B. Dependent Adult shall mean any person other than a Dependent Child who is dependent on the Insured Person and where either the Insured Person or the dependent adult was in receipt of a carer's or attendance allowance from the government

- C. Dependent Child shall mean the unmarried children, stepchildren and legally adopted children who are either under 18 years of age or under 23 years of age if studying in full time education at the time of Death of the Insured Person and for whom the Insured Person was the parent or legal guardian.
- D. Paraplegia shall mean the permanent and total paralysis of the two lower limbs, bladder and rectum
- E. Personal Belongings shall mean clothing and other personal articles the property of the Insured Person
- F. Quadriplegia shall mean the permanent and total paralysis of the two upper limbs and the two lower limbs.

#### Additional Cover

If an Insured Person suffers Accidental Bodily Injury

##### 1. Enhanced Permanent Total Disablement Benefit

resulting in Paraplegia or Quadriplegia and the Benefit for Permanent Total Disablement becomes payable, the Insurer will in addition pay the Insured one of the following benefits

Paraplegia £50,000 or the Benefit for Permanent Total Disablement whichever is lower or  
Quadriplegia £125,000 or the Benefit for Permanent Total Disablement whichever is the lower.

##### 2. Life Enhancement Expenses Benefit

resulting in the Benefit for Permanent Total Disablement being paid and the Insured Person becomes incapable of performing a business profession or occupation of each and every kind the Insurer will in addition pay the reasonable costs incurred to engage professional advice to improve the quality of life of the Insured Person.

The maximum amount payable for such costs for any one Insured Person is £15,000.

##### 3. Modification Expenses Benefit

resulting in the Benefit for Loss of Sight, Loss of Limb or Permanent Total Disablement being paid, the Insurer will in addition pay the reasonable costs incurred with the Insurer's prior written consent of alterations that need to be made to adapt the usual residence, usual vehicle or (for Loss of Sight or Loss of Limb only) usual place of employment of the Insured Person to cater for that Loss of Sight, Loss of Limb or Permanent Total Disablement.

The maximum amount payable for such costs for any one Insured Person is £25,000.

##### 4. Travel To Work Benefit

which results in a Benefit being paid in respect of Loss of Sight, Loss of Limb, Loss of Internal Organ or Temporary Partial Disablement and the Insured Person is unable to travel to their usual place of employment using the method of transport they normally used prior to the Accidental Bodily Injury the Insurer will pay for the reasonable costs of a chauffeur or taxi service to convey the Insured Person to and from that usual place of employment once per day provided that

- a. the maximum amount payable for such costs for any one Insured Person due to all Accidental Bodily Injury arising from any one event shall not exceed
  - i. £100 per day
  - ii. £10,000 in total
- b. this benefit shall cease
  - i. at the time the Insured Person becomes capable of resuming the use of their usual mode of transport or

ii. at the same time as the Insured Person ceases to be entitled to any Benefit in respect of Temporary Partial Disablement or  
iii. 365 days after the date of the Accidental Bodily Injury  
whichever is the earlier.

#### 5. Coma Benefit

resulting in a Coma the Insurer will pay to the Insured an additional sum of £50 for each full day of the Coma.

The maximum amount payable for such sums for any one Insured Person is £36,500.

#### 6. Dependent Adult and Child Benefit

resulting in Death and the Insurer pays a Death Benefit for that Insured Person, the Insurer will in addition pay

- a. £25,000 for each Dependent Adult
- b. £5,000 for each Dependent Child

The maximum amount payable for all such dependents for any one Insured Person is £50,000. Any Dependent Adult or Dependent Child shall only receive one payment irrespective of the number of Insured Persons killed in the same Loss.

#### 7. Simultaneous Death of the Insured Person and Spouse

resulting in Death and in the same event the Death of the Spouse and they leave bereaved a Dependent Adult or Dependent Child then the Insurer will double the Benefit payable for Death of the other party.

If the Insured Person and the Spouse are both Insured Persons then only the highest value Benefit payable for Death shall be doubled and not the Benefit payable for Death of the other party.

#### 8. Funeral Expenses and Urgent Estate Expenses

resulting in death and the Insurer pays Benefit for Death of that Insured Person, the Insurer will in addition pay

- a. the reasonable costs incurred with the Insurer's prior written consent for the funeral expenses of that Insured Person.

The maximum amount payable for such costs for any one Insured Person is £10,000.

If a claim is paid under Part 2 Cover c) iii) of the Business Travel Section of the Policy in respect of the Death of the same Insured Person then no further expenses will be payable under this extension.

- b. any urgent expenses related to the estate of that Insured Person whilst administration of that estate is being prepared.

The maximum amount payable for such expenses for any one Insured Person is £2,000.

#### 9. Damage to Personal Belongings

as the result of an unprovoked physical assault and that assault also causes damage to or loss of any Personal Belongings of the Insured Person the Insurer will pay to the Insured Person the cost of replacement of or reasonable costs of repair to the Personal Belongings.

The maximum amount payable for such costs for any one Insured Person is £1,000.

If a claim is paid under Part 4 of the Business Travel Section of the Policy then no further expenses will be payable under this extension.

Conditions applicable to this Additional Cover Extension

- A. The Additional Cover described in paragraphs 1. to 9. above shall only apply if cover under Part 1 of the Accident Section of the Policy is in force at the time of the Accidental Bodily Injury.
- B. The maximum amount payable as any combination of any Benefit otherwise payable under this Policy and any benefit payable under this Additional Cover Extension shall not exceed £2,000,000.
- C. The Additional Cover as described under this extension is subject otherwise to the Accident Section, Business Travel Section and Policy Definitions, Exclusions and Conditions applicable to this Policy.

**S/2/1 Insured Person Category**

The definition under Category A of Insured Persons is amended as follows and not as otherwise stated;

Any English Chess Federation Member including Affiliated Members

## 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 know.

The parts of the Policy which form your contract of insurance with Allianz Insurance plc are:

- this Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions; the Insuring Clause; the General Exclusions and General Conditions, all of which apply to all Sections of the Policy (other than the Directors and Officers Liability or Professional Indemnity Sections)
- the Sections of cover selected by you (as shown on the Schedule) excluding any Section covering Directors and Officers Liability or Professional Indemnity
- the Exclusions and Conditions which apply to the Sections selected by you excluding any Section covering Directors and Officers Liability or Professional Indemnity
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

If you have taken out Directors and Officers Liability and/or Professional Indemnity cover, each of those covers forms a separate contract of insurance between you and Allianz Insurance plc.

The parts of the Policy which form this separate contract or contracts of insurance with Allianz Insurance plc are:

- this Introduction (other than that part entitled 'Notifying a Claim')
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions in so far as they are consistent with the definitions applied in the Directors and Officers Liability or Professional Indemnity Sections
- the Insuring Clause
- the Directors and Officers Liability or Professional Indemnity Section of cover selected by you (as shown on the Schedule)
- the Exclusions and Conditions which apply to the Directors and Officers Liability or Professional Indemnity Section of cover selected by you
- 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.

For ease of reference you will be given only one Policy number even if you have taken out Directors and Officers Liability and/or Professional Indemnity cover.

## Policy Definitions

The following definitions apply to this Policy, unless amended by Section Definitions, and are denoted by bold text throughout this Policy.

### **Policy**

The contract of insurance formed of the documents described in the Introduction. Where cover is provided under the Directors and Officers Liability and/or Professional Indemnity **Sections**, **the Insured** has more than one contract of insurance and the definition of "the **Policy**" should be construed accordingly

### **Section/Sections**

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

### **Schedule**

The part of this **Policy** that details information forming part of this contract of insurance and that shows the **Sections** of this **Policy** that are operative

### **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

### **United Kingdom**

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

## Insuring Clause

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

A handwritten signature in black ink that reads "Jonathan Dye". The signature is written in a cursive style with a large initial 'J'.

Jonathan Dye  
Chief Executive

## General Exclusions

This Policy does not cover

**1. Radioactive Contamination** *(Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Fidelity Insurance and Directors and Officers Sections)*

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

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- c. any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusions a. and b. do not apply to the Employers' Liability Section other than in respect of

- i. the liability of any principal
- ii. liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

Exclusions c. and d. do not apply to the Employers' Liability, Public Liability, Public and Products Liability, Accident and Business Travel Sections.

**2. War** *(Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Accident Insurance and Business Travel, Terrorism, Fidelity Guarantee and Directors and Officers 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 Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Public Liability, Products Liability, Environmental Impairment Liability, Directors and Officers, 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  
any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism  
any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

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

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

- b. in respect of territories other than those stated in a. above  
loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with  
any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism  
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 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 Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Public Liability, Products Liability, Directors and Officers, 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 (but this shall not apply to the acts of thieves involving physical force or violence)
  - v. failure of external networksunless, in respect of i., ii. and iii. above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- b. any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a. of this Exclusion unless, in respect of a. i., ii. or iii, above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- c. loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph a. of this Exclusion unless, in respect of loss or damage to other property arising from a. i., ii. or iii. above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- d. loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
  - i. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
  - ii. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d.i. above
  - iii. any misinterpretation, use or misuse of information on computer systems or other records, programs or softwareunless, in respect of d.ii and iii. above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

- e. any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs c. and d. of this Exclusion unless, in respect of c., d.ii. and iii. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

For the purpose of this Exclusion:

**Computer Equipment**

means any 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, transmits or retrieves data.

## General Conditions

### 1. Fair Presentation of the Risk

(Not applicable to the Directors and Officers Liability and Professional Indemnity Sections)

- a. **The Insured** must make a fair presentation of the risk to **the Insurer** at inception, renewal and variation of the **Policy**.
- b. **The Insurer** may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is:
  - i. deliberate or reckless; or
  - ii. of such other nature that, if **the Insured** had made a fair presentation, **the Insurer** would not have issued the **Policy**.

**The Insurer** will return the premium paid by **the Insured** unless the failure to make a fair presentation is deliberate or reckless.

- c. If **the Insurer** would have issued the **Policy** on different terms had **the Insured** made a fair presentation, **the Insurer** will not avoid the **Policy** (except where the failure is deliberate or reckless) but **the Insurer** may instead:
  - i. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had **the Insured** made a fair presentation; and/or
  - ii. treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as **the Insurer** would have imposed had **the Insured** made a fair presentation.

For the purposes of this condition references to:

- a. avoiding a **Policy** means treating the **Policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **Policy**), the renewal date (where the failure occurs at renewal of the **Policy**), or the variation date (where the failure occurs when the **Policy** is varied);
- b. refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c. issuing a **Policy** should be treated as references to issuing the **Policy** at inception, renewing or varying the **Policy** as the context requires;
- d. premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

### 2. Reasonable Precautions (Not applicable to the Directors and Officers Liability Section)

**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** (Not applicable to the Directors and Officers Liability Environmental Impairment Liability Section)

**Note that in addition to the General Claims Condition, Special or Additional Claims Conditions also apply to the individual Sections of the Policy. Please refer to each individual Section for details.**

**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** (Not applicable to the Directors and Officers Liability Section)

Other than where General Condition 5 **Fraud** applies **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.

If the premium for this **Policy** is paid by instalments and in the event that **the Insured** fails to pay one or more instalments whether in full or in part **the Insurer** may cancel the **Policy** by giving fourteen (14) days notice in writing to **the Insured** sent to their last known address.

5. **Fraud** (Not applicable to the Directors and Officers Liability and Professional Indemnity Sections)

If **the Insured** or anyone acting on **the Insured's** behalf:

- a. makes any false or fraudulent claim;
- b. makes any exaggerated claim;
- c. supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- d. makes a claim for loss or damage which **the Insured** or anyone acting on **the Insured's** behalf deliberately caused,

**the Insurer** will:

- i. refuse to pay the whole of the claim; and
- ii. recover from **the Insured** any sums that it has already paid in respect of the claim.

**The Insurer** may also notify **the Insured** that it will be treating the **Policy** as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses a. - d. above. In that event, **the Insured** will:

- a. have no cover under the **Policy** from the date of the termination; and
- b. not be entitled to any refund of premium.

6. **Discharge of Liability**

(not applicable to the Directors and Officers Liability, Commercial Legal Expenses or Professional Indemnity Sections, or (except in respect of Personal Liability Cover if insured by such Section) to the Business Travel Section)

**The Insurer** may at any time pay to **the Insured** in connection with any claim or series of claims

A the Limit of Indemnity

or

B the **Sum Insured**

or

C a lesser amount for which such claim or claims can be settled after deduction of any sums already paid.

Upon such payment **the Insurer** shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except for costs and expenses which **the Insurer** have already agreed to bear incurred prior to the date of such payment.

7. **Loss Reduction Conditions**

If **the Insured** does not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent), **the Insurer** will not pay for any claim, except that where the condition concerned:

- a. operates only in connection with particular premises or locations, **the Insurer** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
- b. operates only at particular times, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;
- c. would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

8. **Law Applicable and Jurisdiction** (Not applicable to the Directors and Officers Liability Section)

Unless agreed otherwise by **the Insurer**:

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

9. **Rights of Parties** (Not applicable to the Directors and Officers Liability Section)

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.

10. **Assignment** (Not applicable to the Directors and Officers Liability Section)

**The Insured** shall not assign any of the rights or benefits under this **Policy** or any **Section** of this **Policy** without the prior written consent of **the Insurer**.

**The Insurer** will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this **Policy** or any **Section** of this **Policy**.

11. **Survey and Risk Improvement - Subjectivity Condition** (Not applicable to the Directors and Officers Liability Section)

**Subject to Survey**

If this **Policy** has been issued or renewed subject to **the Insurer** completing a survey or surveys of the **Premises** or of any other location(s) as specified by **the Insurer**, then pending completion of such survey(s) indemnity is provided by **the Insurer** on the terms, conditions, exclusions and limits as specified in the **Policy** and in the **Sections** of the **Policy**

In the event that a survey should show that the risk or any part of it is not satisfactory in the opinion of **the Insurer**, then **the Insurer** reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the **Policy**
- c. leave the premium or terms and conditions unaltered

**The Insurer** will advise **the Insured** of their decision and the effective date of such decision. If the premium terms or conditions are amended by **the Insurer** then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity

If **the Insured** elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

If **the Insurer** exercises their right to cancel the **Policy**, then **the Insured** shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**.

**Risk Improvements**

It is a precedent to the liability of **the Insurer** that **the Insured** must comply with all survey risk improvements required by **the Insurer** within completion time scales specified by **the Insurer**

In the event that a risk improvement is not completed, or risk improvement procedures are not introduced, within the completion time scales specified by **the Insurer**, then **the Insurer** reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the **Policy**
- c. leave the premium or terms and conditions unaltered

**The Insurer** will advise **the Insured** of their decision which will be effective either from the expiry of any time period specified by **the Insurer** for completion/introduction of the required survey risk improvements, or any other period specified by **the Insurer**

If the premium, terms or conditions are amended by **the Insurer** then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity

If **the Insured** elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

If **the Insurer** exercises their right to cancel the **Policy**, then **the Insured** shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail.

Except in so far as they are expressly varied by this Condition all of the terms, conditions, exclusions and limits of this **Policy** and of the **Sections** of the **Policy** shall continue to apply until advised otherwise by **the Insurer**.

## Complaints

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within 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 issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

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

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

Telephone number: 01483 552438  
Fax Number: 01483 790538  
Email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

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

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

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Telephone: 0800 023 4567 or 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

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

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

Alternatively, you can contact the Financial Ombudsman Service directly.

## Financial Services Compensation Scheme

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

**The Insured** may be entitled to compensation from the FSCS if **the Insurer** is unable to meet its liabilities. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

# Fair Processing Notice - how we use personal information

## 1. Who we are

When **we** refer to "**we**", "**us**" and "**our**" in this notice it means Allianz Insurance plc or Allianz Engineering Inspection Services Limited.

When **we** say, "**individuals**" in this notice, **we** mean anyone whose personal information **we** may collect, including:

- anyone seeking an insurance quote from **us** or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses.

## 2. How we use personal information

**We** use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims to fulfil **our** contract
- to administer third party claims and prevent financial crime to meet **our** legal obligations
- to manage **our** business and conduct market research to meet the legitimate needs of **our** business
- to send marketing information about **our** products and services if **we** have received specific consent.

There is no obligation to provide **us** with personal information, but **we** cannot provide **our** products and services without it.

**Anyone whose personal information we hold has the right to object to us using it. They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to. Further details can be found below.**

## 3. Automated decision making, including profiling

**We** may use automated decision making, including profiling, to assess insurance risks and administer policies. This helps **us** decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so they should contact **us** by emailing **us** at [accasm@allianz.co.uk](mailto:accasm@allianz.co.uk) and **we** will review the decision.'

## 4. The personal information we collect

**We** collect the following types of personal information so **we** can complete the activities in section 2, "How **we** use personal information"

- basic personal details such as name, age, address and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video to help **us** manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- medical information if it is relevant to the insurance policy or claim
- criminal convictions if it is relevant to the insurance policy or claim
- accessibility details if **we** need to make reasonable adjustments to help
- business activities such as goods and services offered.



## 5. Where we collect personal information

Direct from **individuals**, their representatives or information they have made public, for example, on social media.

From other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide the services for **our** products
- other involved parties, for example, claimants or witnesses.

## 6. Sharing personal information

**We** may share personal information with:

- other companies within the global Allianz Group [www.allianz.com](http://www.allianz.com)
- credit reference, fraud prevention and other agencies that carry out certain activities on **our** behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- **our** approved suppliers to help deal with claims or provide **our** benefit services, for example, vehicle repairers, legal advisors and loss adjusters
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other companies that provide services to **us** or you, for example, the Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE)
- prospective buyers in the event that **we** wish to sell all or part of **our** business.

## 7. Transferring personal information outside the UK

**We** use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. **We** may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. **We** have Binding Corporate Rules (BCRs) which are **our** commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. For more information about BCRs, contact **our** Data Protection Officer.

Some of **our** suppliers have servers outside the EU. **Our** contracts with these suppliers require them to provide equivalent levels of protection for personal information.

## 8. How long we keep personal information

**We** keep information only for as long as **we** need it to administer the policy, manage **our** business or as required by law or contract.

## 9. Know your rights

Any **individual** whose personal information **we** hold has the right to:

- object to **us** processing it. **We** will either agree to stop processing or explain why **we** are unable to (the right to object)
- ask for a copy of their personal information **we** hold, subject to certain exemptions (a data subject access request)
- ask **us** to update or correct their personal information to ensure its accuracy (the right of rectification)
- ask **us** to delete their personal information from **our** records if it is no longer needed for the original purpose (the right to be forgotten)
- ask **us** to restrict the processing of their personal information in certain circumstances (the right of restriction)
- ask for a copy of their personal information, so it can be used for their own purposes (the right to data portability)
- complain if they feel their personal information has been mishandled. **We** encourage **individuals** to come to **us** in the first instance but they are entitled to complain directly to the Information Commissioners Office (ICO) [www.ico.org.uk](http://www.ico.org.uk)
- ask **us**, at any time, to stop processing their personal information, if the processing is based only on **individual** consent (the right to withdraw consent).

**If you wish to exercise any of these rights please contact our Customer Satisfaction**

**Manager:**

Address: Customer Satisfaction Manager, Allianz, 57 Ladymead, Guildford, Surrey, GU1 1DB

Email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

Phone: 01483 552438

## 10. Allianz (UK) Group Data Protection Officer Contact details

Allianz Insurance plc and Allianz Engineering Inspection Services Limited are companies within the Allianz Holdings.

Any queries about how **we** use personal information should be addressed to **our** Data Protection Officer:

Address: Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB

Email: [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk)

Phone: 0330 102 1837

## Changes to our Fair Processing Notice

Occasionally it may be necessary to make changes to this fair processing notice. When that happens **we** will provide an updated version at the earliest opportunity. The most recent version will always be available on **our** website [www.allianz.co.uk](http://www.allianz.co.uk)

## Consent for Special Categories of Personal Data

The global Allianz Group may need to collect and process data relating to **individuals** who may benefit from the policy ("Insured Persons"), which falls within the special categories of personal data under Data Protection Legislation, for example, medical history or convictions of Insured Persons for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by the global Allianz Group and that this fact is made known to the Insured Persons. By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of the Insured Persons Personal Data in this way and for these purposes and that your directors, officers, partners, and employees have consented to the global Allianz Group using their details in this way.

## **Employers Liability Tracing Office**

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

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

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

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

The Database will be managed by the ELTO and further information can be found on the ELTO website [www.elto.org.uk](http://www.elto.org.uk)

## Notifying a Claim

*(Not applicable to Commercial Legal Expenses Section claims)*

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:

### **Allianz Claims Handling Office Telephone Numbers:**

For Property Damage claims (handled in Birmingham)  
Tel: 0344 412 9988

For Liability and Accident claims (handled in Milton Keynes)  
Tel: 0344 893 9500

For Engineering claims (handled in Liphook)  
Tel: 01483 265825  
Email: [claims@allianzengineering.co.uk](mailto:claims@allianzengineering.co.uk)

Lines are open from 9am to 5pm Monday to Friday. Outside our normal opening hours contact us on our 24 hour claim notification line - Tel: 0345 604 9824.

For Medical Emergency whilst overseas - Tel: +44(0) 208 603 9514.

### **Allianz addresses for claims correspondence:**

For all claims, other than Engineering claims:

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

For Engineering claims:

Claims Department  
Allianz Engineering  
Haslemere Road  
Liphook  
GU30 7UN

## Commercial Legal Expenses Section 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 **0370 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  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW.

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

## 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 **0370 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](http://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](mailto:support@allianzlegal.co.uk).

### 24 Hour Glass Replacement

Broken glass is dangerous and in some circumstances can be a security risk. Allianz have negotiated a special arrangement with Solaglas one of Britain's leading glass replacement specialists.

Solaglas will bill us direct; you pay nothing except for the excess and the VAT.

This service is available 24 hours a day, all year round. To use this service telephone FREE on 0800 474747 and state your Policy number.

## Accident Section

### Definitions

#### Accidental Bodily Injury

Bodily injury caused by:

- a. accidental violent external and visible means
- b. unavoidable exposure to the elements.

#### Adjustment Information

Such additional information as **the Insurer** may require **the Insured** to provide in order to calculate the full premium due for the **Period of Insurance** as shown in the **Schedule**.

#### Aircraft Accumulation Limit

**The Insurer's** maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** for all **Losses** involving any **Scheduled Air Transport**.

#### Annual Salary

The annualised gross salary (excluding bonus payments) payable per annum by **the Insured** to the **Insured Person** as at the date of **Accidental Bodily Injury**.

#### Associated Illness

**Sickness** or disease (except any psychological condition or disorder) that results directly from the **Insured Person** sustaining **Accidental Bodily Injury**, that would not otherwise have arisen and had not previously arisen.

#### Benefit

The sum or sums of money that **the Insurer** has agreed to pay **the Insured** or, as applicable, the **Insured Person** as shown in the **Schedule**.

#### Business Trip

Any journey undertaken by an **Insured Person** (and their accompanying **Spouse** and accompanying immediate family when approved by **the Insured**) on behalf of **the Insured** in connection with the **Business** of **the Insured** that forms part of the **Declared Travel Pattern**.

#### Capital Sum Benefit

A **Benefit** that is not payable at a weekly rate.

#### Clause

Any addition, variation or alteration to the terms of this **Section**.

#### Contamination

**Contamination** or poisoning of people by nuclear and/or chemical and/or biological substances that cause illness and/or disablement and/or **Death**.

#### Contamination by Terrorism Accumulation Limit

**The Insurer's** maximum liability in total under this and any other group personal accident and business travel policies issued or to be issued by **the Insurer** to **the Insured** in respect of any one **Loss** involving **Contamination by Terrorism** as shown in the **Schedule**.

#### Death

Death caused by **Accidental Bodily Injury**.

### **Declared Travel Pattern**

The number, destination and average duration of expected journeys as provided by **the Insured to the Insurer**.

### **Directors**

The registered company directors of **the Insured** and any other persons agreed with **the Insurer** in writing to be treated as directors.

### **Employee**

Any employee of **the Insured** or any other person acting in the capacity of an employee whilst working for **the Insured** in connection with the **Business of the Insured**.

### **Europe**

The **United Kingdom** and Eire, the continent of Europe, islands in the Mediterranean, former member states of the Soviet Union west of the Ural Mountains and Turkey west of 30° East.

### **Event Accumulation Limit**

**The Insurer's** maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer to the Insured** for all **Losses** not involving air travel.

### **Excess Period**

The first period of **Temporary Total Disablement** or **Temporary Partial Disablement** for which no **Benefit** is payable as shown in the **Schedule**.

### **First Aid Expenses**

Expenses necessarily incurred by the **Insured Person** or **the Insured** on behalf of the **Insured Person** for immediate and urgent treatment due to the **Insured Person** having sustained **Accidental Bodily Injury** which results in a valid claim for any of **Benefits 1 to 9** as shown in the **Scale(s) of Compensation** in the **Schedule**.

### **Hospital**

Any National Health Service Trust or registered private hospital in the **United Kingdom** licensed by a recognised body for the undertaking of surgical operations or any equivalent establishment outside of the **United Kingdom**.

### **Hospitalisation**

Any continuous period of 24 hours or more during which time the **Insured Person** has been confined to **Hospital**.

### **Insured Person**

Those persons specified in the **Schedule** as being Insured Persons.

### **Insured Trip**

a. Any journey undertaken by an **Insured Person** (and their accompanying **Spouse** and accompanying immediate family when approved by **the Insured**) on behalf of **the Insured** in connection with the **Business of the Insured**

and

b. any other journey undertaken by an **Insured Person** (and their accompanying **Spouse** and accompanying immediate family when approved by **the Insured**) with the permission of **the Insured**

that forms part of the **Declared Travel Pattern**.

### **Loss(es)**

A loss or series of losses arising out of or consequent upon or contributed to directly or indirectly by one originating event.

### **Loss of Hearing**

Total and permanent loss of hearing in one or both ears.



### **Loss of Internal Organ**

Total and permanent:

- a. loss by removal
- or
- b. effective loss of use  
of one lung or kidney, the spleen or liver

### **Loss of Limb**

Total and permanent loss:

- a. by physical separation
- or
- b. of use  
of a hand, at or above the wrist or a foot, at or above the ankle.

### **Loss of Sight**

Total and permanent loss of sight which will be considered as having occurred:

- a. in both eyes if the **Insured Person's** name has been added to the Register of Blind Persons maintained by the government on the authority of a fully qualified ophthalmic specialist
- or
- b. in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

### **Loss of Speech**

Total and permanent loss of the ability to speak or communicate verbally.

### **Maximum Benefit**

The maximum amount of **Benefit** payable, as shown in the **Scale(s) of Compensation** in the **Schedule**.

### **Maximum Payment Period**

The maximum length of time for which a **Benefit** is payable after the **Excess Period** has expired as shown in the **Schedule**.

### **Non-scheduled Air Accumulation Limit**

**The Insurer's** maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer to the Insured** for all **Losses** involving air travel other than **Scheduled Air Transport**.

### **Operative Times of Cover**

The time and circumstances as defined below and as shown in the **Schedule**:

#### **A. 24 Hours**

At any time

#### **B. Business Travel outside the United Kingdom**

On a **Business Trip** outside the **United Kingdom** or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom** whichever is last, until return to place of residence or place of work in the **United Kingdom** whichever is first.

Any period of holiday for an **Insured Person** which is purely ancillary to the **Business Trip** shall be deemed included within the period of the **Business Trip** provided that it is otherwise within the period set out above.

#### **C. Business Travel in the United Kingdom**

On a **Business Trip** in the **United Kingdom** or country of residence involving an overnight stay away from the **Insured Person's** residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

#### D. Travel in the United Kingdom

On a **Business Trip** for **Insured Persons** and **Insured Trip** for **Directors of the Insured** in the **United Kingdom** or country of residence involving an overnight stay away from the **Insured Person's** residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

#### E. Travel outside the United Kingdom

On a **Business Trip** for **Insured Persons** and **Insured Trip** for **Directors of the Insured** outside the **United Kingdom** or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom** whichever is last, until return to place of residence or place of work in the **United Kingdom** whichever is first.

Any period of holiday for an **Insured Person** which is purely ancillary to the **Business Trip** shall be deemed included within the period of the **Business Trip** provided that it is otherwise within the period set out above.

#### F. All Travel in the United Kingdom

Whilst on an **Insured Trip** in the **United Kingdom** or country of residence involving an overnight stay away from the **Insured Person's** residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

#### G. All Travel outside the United Kingdom

While on an **Insured Trip** outside the **United Kingdom** or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom** whichever is the last, until return to place of residence or place of work in the **United Kingdom** whichever is the first.

#### H. Occupational

a. While an **Insured Person** is carrying out their occupational duties for **the Insured** or while travelling between:

- i. the **Insured Person's** place of residence and place of work
- ii. places of work

where the travel is at the expense of **the Insured**.

b. At any time where the **Accidental Bodily Injury** is the direct result of an unprovoked physical assault by another person.

#### I. Occupational including Commuting

a. While an **Insured Person** is carrying out their occupational duties for **the Insured** or while travelling between:

- i. place of residence and place of work
- ii. places of work where the travel is at the expense of **the Insured**.

b. At any time where the **Accidental Bodily Injury** is the direct result of an unprovoked physical assault by another person.

#### J. Away from premises

While an **Insured Person** is:

- carrying out their occupational duties and is not on **the Insured's** premises
- travelling between places of work where the travel is at the expense of **the Insured**.

#### K. Assault

At any time where **Accidental Bodily Injury** is the direct result of an unprovoked physical assault by another person.

#### L. Motor Vehicle Travel

Whilst getting in and out of, travelling in, loading or unloading, carrying out emergency road-side repairs to, and refuelling of any vehicle used for the **Business of the Insured**.

## Permanent Total Disablement

Any permanent disablement other than

- a. **Loss of Sight**
- b. **Loss of Hearing**
- c. **Loss of Limb**
- d. **Loss of Internal Organ**
- e. **Loss of Speech**

which, having lasted without interruption for at least 12 months, has no reasonable prospect of improving and, in the opinion of an independent qualified medical referee acceptable to **the Insurer**, will in all probability permanently, completely and continuously prevent the **Insured Person** from engaging in or giving attention to :-

- i. their **Usual Occupation** if in gainful employment
- ii. business profession or occupation of each and every kind if the **Insured Person** is not in gainful employment
- iii. business schooling profession or occupation of each and every kind if the **Insured Person** is under 16 years of age or under 18 years of age in full time education

for the remainder of their life.

## Permanent Total Disablement (Continental Scale)

Compensation under Item 7 of the **Scale(s) of Compensation** is extended to include the following additional **Benefits** in accordance with the following percentages subject to a maximum total of 100% in the aggregate if the Continental Scale is shown as insured in the **Schedule** provided that the **Insured Person** has survived for at least one month from the date of the occurrence.

1. <b>Permanent Total Disablement</b>	100%
2. Permanent loss by physical separation of:	
a. one thumb:	
I. both phalanges	30%
II. one phalange	15%
b. one index finger	
I. three phalanges	20%
II. two phalanges	13%
III. one phalange	6%
c. one other finger	
I. three phalanges	10%
II. two phalanges	6%
III. one phalange	3%
d. one great toe:	
I. two phalanges	15%
II. one phalange	7.5%
e. one other toe:	
I. three phalanges	5%
II. two phalanges	3%
III. one phalange	1.5%
3. Permanent total loss of use of:	
a. shoulder or elbow	25%
b. wrist, hip, knee or ankle	20%
4. Removal by surgical operation of lower jaw	30%
5. <b>Sickness</b> resulting in <b>Loss of Sight</b> or <b>Permanent Total Disablement</b> by paralysis	20%

A proportionately lower percentage of compensation will be payable in the event of a partial loss under 2. above

Claims arising from pre-existing conditions are excluded in respect of 5. **Sickness** resulting in **Loss of Sight** or **Permanent Total Disablement** by paralysis or in respect of general paralysis of the insane.

### **Permanent Partial Disablement**

Means **Loss of Sight, Loss of Hearing, Loss of Speech, Loss of Limb, Loss of Internal Organ.**

### **Scale(s) of Compensation**

The scale of **Benefits** as shown in the Accident **Section** of the **Schedule**.

### **Scheduled Air Transport**

A registered fixed wing aircraft which flies from an internationally recognised airport on a published schedule and which has more than 18 seats.

### **Sickness**

Any illness, disease, medical complaint or medical condition which is not **Accidental Bodily Injury** and which is contracted by an **Insured Person** within **Europe**, the United States of America, Canada, Australia or New Zealand.

### **Spouse**

The

- i. spouse
  - ii. partner
  - iii. civil partner with whom the **Insured Person** has been cohabiting for at least 3 months as though they were their spouse or partner
- of the **Insured Person**

### **Temporary Partial Disablement**

Disablement that completely prevents the **Insured Person** from performing more than 50% of the functions of their **Usual Occupation**.

### **Temporary Total Disablement**

Disablement which completely prevents the **Insured Person** from performing each and every function of their **Usual Occupation**.

### **Terrorism**

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, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

### **Usual Occupation**

The tasks, duties and other functions which **the Insured** normally pays the **Insured Person** to perform in connection with the **Business** of **the Insured**.

### **Visitors**

Persons who are not:-

- a. **Employees of the Insured**
  - b. emergency services personnel
  - c. work experience placements under government funded training programmes
- but who are lawfully visiting **the Insured's** premises.

### **War**

Invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

**Weekly Benefit**

The amount shown in the **Schedule** under the **Scale(s) of Compensation** that **the Insurer** will pay to **the Insured** for each complete working week, during any period of **Temporary Total Disablement** or **Temporary Partial Disablement** of an **Insured Person**.

**Weekly Wage**

The gross basic weekly amount (or in the case of a salaried **Employee** 1/52nd of the **Annual Salary**) normally paid (excluding bonus payments) by **the Insured** to the **Insured Person** as at the date of **Accidental Bodily Injury** for their **Usual Occupation**.

## Part 1 Accident

### Cover

The **Insurer** will pay the **Insured** in accordance with the **Scale(s) of Compensation** specified in the **Schedule** if any **Insured Person** suffers **Accidental Bodily Injury** during the **Period of Insurance** and **Operative Time of Cover** which, within 12 months thereof solely, directly and independently of any other cause results in the:

- a. **Death**
  - b. **Permanent Total Disablement**
  - c. **Permanent Partial Disablement**
  - d. **Temporary Total Disablement**
  - e. **Temporary Partial Disablement**
- of an **Insured Person**

### Extensions of Cover

#### 1. Rehabilitation and Retraining Expenses

If the **Permanent Total Disablement Benefit** becomes payable the **Insurer** will pay for rehabilitation and retraining costs to facilitate the **Insured Person's** return to gainful employment provided that the:-

- a. **Insured Person** was not over 65 years of age when **Accidental Bodily Injury** leading to **Permanent Total Disablement** occurred
- b. **Insured Person** was an **Employee of the Insured**
- c. **Insurer's** prior written approval of any rehabilitation and retraining costs is obtained.

The maximum amount payable is £10,000 in respect of any one **Insured Person**.

#### 2. Visitors' Benefit

If a **Visitor** suffers **Accidental Bodily Injury** which, within 12 months thereof solely, directly and independently of any other cause results in the **Death, Permanent Total Disablement or Permanent Partial Disablement** of a **Visitor**, the **Insurer** will pay the **Insured** a sum of £2,500 in respect of each **Visitor**.

The maximum amount payable is £10,000 in respect of any one **Loss**.

#### 3. Hospitalisation Benefit

If **Accidental Bodily Injury** results in **Hospitalisation** in the **Insured Person's** country of residence on the recommendation of an appropriate doctor attached to the **Hospital**, the **Insurer** will pay the **Insured**:-

##### In-Patient Benefit

- a. £50 for each continuous 24-hour period that the **Insured Person** spends in **Hospital** as an in-patient.

The maximum amount payable is £2,000 in respect of any one **Insured Person**.

##### Convalescence Benefit

- b. £50 for each continuous 24-hour period of convalescence during which the **Insured Person** is confined to their home or a registered nursing home on the recommendation of an appropriate doctor attached to the **Hospital** after discharge following a period of **Hospitalisation**.

The maximum amount payable is £2,000 in respect of any one **Insured Person**.

#### 4. Training Placements' Benefit

Unless otherwise included as an **Insured Person** or **Visitor** this **Section** extends to include:

- a. work experience placements
- b. trainees

under government funded training programmes in respect of **Accidental Bodily Injury** resulting in **Death, Permanent Total Disablement** or **Permanent Partial Disablement**.

The amount payable is £25,000 in respect of any one such person.

#### 5. Age Enhancement Benefit

Notwithstanding Exclusion 6 if an **Insured Person** is between 75 and 80 years of age and suffers **Accidental Bodily Injury** during the **Period of Insurance** and **Operative Time of Cover** which, within 12 months thereof solely, directly and independently of any other cause results in **Death** or **Permanent Partial Disablement**, the **Insurer** will pay £2,500 to the **Insured**.

#### 6. Assault Injury Enhanced Benefit

If an **Insured Person** sustains **Accidental Bodily Injury** as a direct result of a malicious, unprovoked, physical assault whilst acting in connection with the **Business of the Insured** which causes **Death, Permanent Total Disablement** or **Permanent Partial Disablement**, the **Insurer** will pay the **Insured** an additional **Benefit** equivalent to 10% of the Capital Sum **Benefit** amount shown in the **Schedule** for the **Insured Person**.

The maximum amount payable in respect of this additional **Benefit** is £25,000 in respect of any one **Insured Person**.

#### 7. Temporary Replacement Staff Costs

If a **Death Benefit** becomes payable under this **Policy**, the **Insurer** will pay the **Insured** an additional sum of £5,000 towards reasonable additional costs the **Insured** incurs in conducting the **Business of the Insured**.

#### 8. First Aid Expenses

The **Insurer** will pay for **First Aid Expenses** incurred in the **Insured Person's** country of residence up to:

- a. 15% of any amount paid by the **Insurer** under **Benefits** 1 to 7

or

- b. 30% of any amount paid by the **Insurer** under **Benefits** 8 and 9

subject to a maximum total amount of £15,000 in respect of any one **Insured Person**.

#### 9. Legal Advice

A Legal Adviser Card is provided to the **Insured** entitling all **Insured Person's** to seek telephone advice and guidance 24 hours a day, 365 days a year on any personal legal matter, apart from employment problems, which should be directed through the employer's normal procedures.

The legal advice and guidance the **Insured Person** gets will always be according to the laws of Great Britain and Northern Ireland. Calls may be recorded to protect the **Insured Person**.

When the **Insured Person** calls for Legal Advice, he or she must quote Policy Reference 34465. The **Insured Person** will be asked for a brief summary of the problem and these details will be passed on to an adviser who will return the **Insured Person's** call.

Legal advice is available by telephone during the **Period of Insurance** although no liability can be accepted for any breakdown or failure of the telephone network.

## Policyholder Helplines

This value added service is provided as an automatic benefit under your Policy and is administered by Mondial Limited trading as Allianz Global Assistance on behalf of the Insurer.

The service is accessed by the Insured or Insured Person contacting Mondial Limited trading as Allianz Global Assistance on the telephone number provided.

### Medical Advice Line

Tel 0208 763 4808

The medical advice helpline can provide advice and information on a wide range of issues from:

- All medical and surgical conditions
- Medications
- Pre and post treatment advice
- The rights of patients and their families
- Hospital procedures
- Location of specialist practitioners, hospitals and consultants
- Do's and don'ts before and after treatment
- The right questions to ask the doctor/consultant/hospital in plain English
- Details of local and national help and support groups

If they don't have the answer, the medical team will source the required details and call back, e-mail or post these to the **Employee**.

The Medical Advice Line provides comprehensive advice and information, however, it is not an emergency service and will not provide a diagnosis or prescribe treatments.



## Exclusions

The Insurer will not pay for:

1. any claim arising out of or consequent upon or contributed to directly or indirectly by:-
  - A. any **Insured Person** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind.
  - B. the **Insured Person**
    - a. taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for the **Insured Person's** own drug addiction or alcoholism
    - b. serving in the Armed Forces of any Nation or International Authority
    - c. committing suicide, attempted suicide or intentional self-injury
    - d. participating in off-piste winter sports
    - e. engaging in air travel as aircraft crew of any kind or carrying out any trade or technical operation whilst an aircraft is in flight.
  - C. **War** (whether declared or not):
    - a. between any of the Major Powers (specifically China, France, the **United Kingdom**, any of the former member states of the Soviet Union and the United States of America) and/or
    - b. within **Europe** in which any of such Major Powers or their armed forces are involved or any enforcement action within **Europe** by or on behalf of the United Nations.
  - D. ionising radiations radioactive contamination or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - E. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) and or any mutual derivative or variations however caused.
2. **Losses** arising directly or indirectly out of **Contamination** due to any act of **Terrorism** regardless of any other cause or any other event contributing at the same time or in any other sequence to such event.  
If the **Insurer** alleges that by reason of this exclusion any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the **Insured** or **Insured Person**, as applicable.
3. any **Loss** arising from travel to Afghanistan, Iraq, Ivory Coast, Somalia or Chechnya unless agreed in writing by the **Insurer**.
4. any claim in excess of £25,000,000 irrespective of any amount shown elsewhere in the **Schedule**.
5. any claim in respect of:-
  - a. any **Benefit** during the **Excess Period**
  - b. sickness or disease (with the exception of **Associated Illness**)
6. any claim in respect of any **Insured Person** aged 75 or over at the commencement of the **Period of Insurance** unless otherwise agreed by the **Insurer**.

## Conditions

The **General Conditions** of this **Policy** apply to this **Section** with the exception of **General Conditions 2, 3 and 4**.

In addition the following Conditions apply to this **Section**.

### 1. Misrepresentation of facts relevant to an Insured Person

If a claim is made under this **Section**, **the Insurer** will not invoke the remedies which might otherwise have been available to it under General Condition 1. Fair Presentation of the Risk as against **the Insured**, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular **Insured Person**. If the **Insured Person** concerned or **the Insured** on their behalf makes a careless misrepresentation of facts, **the Insurer** may invoke the remedies available to it under General Condition 1 as against that **Insured Person** only, as if a separate insurance contract had been issued to such person, leaving the remainder of the **Policy** unaffected.

### 2. Fraudulent Claims

If any fraud to which General Condition 5 relates is perpetrated by or on behalf of an **Insured Person** (and not on behalf of **the Insured**), General Condition 5 should be read as if it applies only to that **Insured Person's** claim and references to the **Policy** should be read as if they were references to the cover effected for that person alone and not to the **Policy** as a whole.

### 3. Payment of Premium

**The Insured** must pay to **the Insurer** all premiums due to **the Insurer** together with all taxes due on the premiums.

### 4. Assignment

**The Insured** and the **Insured Person** must not assign any of the **Benefits** under this **Section**. **The Insurer** will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this **Section**.

### 5. Change in Risk

It is a condition precedent to the liability of **the Insurer** that **the Insured** must give immediate notice to **the Insurer** of any change to the occupation of any **Insured Person** from that which **the Insured** originally advised to **the Insurer**.

### 6. The Insurer's right to cancel this Section

Other than as described under **Section Condition 7**. below or General Condition 5. **Fraud the Insurer** may cancel this **Section** by sending 30 days' notice by recorded delivery post to **the Insured** at **the Insured's** last known address together with any appropriate refund of premium. **The Insured Person** and **the Insured** may not cancel this **Section**.

### 7. Cancellation - War Risks

**The Insurer** may cancel cover under this **Section** in respect of **War** risks at any time and at its discretion by sending 7 days notice by recorded delivery post to **the Insured** at **the Insured's** last known address but such cancellation of cover will not apply for any **Insured Trip** outside of the **United Kingdom** or the **Insured Person's** country of residence (if different) which commenced prior to the effective date of the notice of cancellation.

### 8. Adjustment of premium

If premium has been calculated on a deposit or declaration basis, **the Insured** must provide the **Adjustment Information** to **the Insurer** within 30 days of the expiry of the **Period of Insurance**. Any additional premium calculated to be due must be paid by **the Insured** upon demand and any return premium will be paid by **the Insurer** to **the Insured**.

If **the Insured** does not provide the **Adjustment Information** within 30 days of the expiry of the **Period of Insurance** then **the Insurer** will be entitled to adjust the premium at its discretion, but subject to any additional premium not exceeding 50% of the annual premium for the relevant **Period of Insurance**.

## 9. Benefit Limits

- a. **The Insurer** will not pay more than the **Maximum Benefit** or **Sum Insured** as specified in the **Scale(s) of Compensation** in the **Schedule** for any one **Insured Person**.
- b. The **Maximum Benefit** payable in respect of **Death** of an **Insured Person** under 16 years of age or under 18 years of age and in full time education shall not exceed £10,000 or the **Benefit** stated in the **Scale(s) of Compensation** in the **Schedule** whichever is the lower.
- c. The maximum **Weekly Benefit** payable for
  - **Temporary Total Disablement** will not exceed 100%
  - **Temporary Partial Disablement** will not exceed 50% of the **Insured Person's** normal **Weekly Wage**.

**The Insured** must inform **the Insurer** if any claim payment exceeds these limits.

**The Insurer** shall be entitled to

- i. a return of any such claims payments in excess of the limits stated within a reasonable timescale and/or
  - ii. reduce any further payments due until the claim payment in excess of the limits stated is offset.
- d. Payment by **the Insurer** to **the Insured** of any **Weekly Benefit** does not prejudice **the Insured's** entitlement to any other **Benefit** but payment of **Weekly Benefits** will cease if **the Insurer** pays any of the **Capital Sum Benefits** and **the Insurer** will not be liable to pay any further **Benefits** in respect of the same **Insured Person** for the same **Loss**.
  - e. Payment by **the Insurer** to **the Insured** for any incomplete working week will be calculated as a proportion of the **Weekly Benefit** equivalent to the number of days of disablement compared to the number of days which **the Insured** normally pays the **Insured Person** to work in a normal week.
  - f. **The Insurer** will not pay more than one of the **Benefits** 1 to 7 as shown in the **Scale(s) of Compensation** in respect of any one **Insured Person** for injuries arising from the same **Loss**.
  - g. **The Insurer** will not pay more than one of the **Benefits** 8 and 9 as shown in **Scale(s) of Compensation** for an accident arising from separate originating **Losses** concurrently.

## 10. Disappearance

**Death** of any **Insured Person** shall not be presumed by reason of their disappearance. If after a reasonable period of time has elapsed **the Insurer** having examined all the evidence available has no reason to suppose other than that the **Insured Person** has sustained an accident during the **Operative Time of Cover** resulting in their **Death**, the disappearance of such **Insured Person** shall be deemed to constitute **Death** by accident for the purposes of this **Section**.

In the event of the **Insured Person's** re-appearance after payment under Item 1 of the **Scale(s) of Compensation** the beneficiary thereof will repay such amount to **the Insurer** unless probate has been granted or legal evidence of the presumption of **Death** has been supplied to **the Insurer**.

## 11. Claims Conditions

No claim will be paid unless **the Insured** and where applicable the **Insured Person** complies strictly with these conditions:

- a. **The Insured** or **Insured Person** must give notice to **the Insurer** as soon as possible and in any event within 30 days after the happening of any loss damage or occurrence which may result in a claim.
- b. **The Insured** or **Insured Person** must provide **the Insurer** with all information and evidence which **the Insurer** may reasonably require at no cost to **the Insurer**.
- c. **The Insured** or **Insured Person** must at **the Insurer's** request provide a medical examination report in respect of any **Accidental Bodily Injury** where **the Insured** or **Insured Person** requires **the Insurer** to consider a claim. **The Insurer** will pay the cost of the medical examination fee.
- d. **The Insured** must ensure that as soon as possible after the occurrence of any **Accidental Bodily Injury** the **Insured Person** obtains and follows the advice of a registered medical practitioner.

**The Insurer** will not be liable for any bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of the **Insured Person's** failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed.

- e. In the event of the **Death** of an **Insured Person** **the Insurer** will be entitled to have a post-mortem examination carried out at **the Insurer's** own expense.
- f. For **the Insured** to claim any **Weekly Benefit** the **Insured Person** must not have any other **Weekly Benefit** insurance in force except where declared to and accepted by **the Insurer**.

## 12. Accumulation Limits

Where the total of all individual claims exceed the

- i. **Aircraft Accumulation Limit**
- ii. **Event Accumulation Limit**
- iii. **Non-scheduled Air Accumulation Limit**
- iv. **Contamination by Terrorism Accumulation Limit**

the individual claims shall be reduced proportionately until the total of all individual claims does not exceed the limit applicable.



## Business Travel Section

### Definitions

#### Accidental Bodily Injury

Bodily injury caused by:

- a. accidental violent external and visible means
- b. unavoidable exposure to the elements.

#### Adjustment Information

Such additional information as **the Insurer** may require **the Insured** to provide in order to calculate the full premium due for the **Period of Insurance** as shown in the **Schedule**.

#### Aircraft Accumulation Limit

**The Insurer's** maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** for all **Losses** involving any **Scheduled Air Transport**.

#### Baggage

Any item of clothing or any article belonging to the **Insured Person** or **the Insured** but not **Money**.

#### Benefit

The sum or sums of money that **the Insurer** has agreed to pay **the Insured** or, as applicable, the **Insured Person** as shown in the **Schedule**.

#### Business Trip

Any journey undertaken by an **Insured Person** (and their accompanying **Spouse** and accompanying immediate family when approved by **the Insured**) on behalf of **the Insured** in connection with the **Business** of **the Insured** that forms part of the **Declared Travel Pattern**.

#### Clause

Any addition, variation or alteration to the terms of this **Policy**.

#### Computer Equipment

Computers and associated audio, visual, video projection, printing or other similar equipment (including data and disks) used solely or partly for business purposes.

#### Contamination

Contamination or poisoning of people by nuclear and/or chemical and/or biological substances that cause **Illness** and/or disablement and/or **Death**.

#### Contamination by Terrorism Accumulation Limit

**The Insurer's** maximum liability in total under this and any other group personal accident and business travel policies issued or to be issued by **the Insurer** to **the Insured** in respect of any one **Loss** involving **Contamination by Terrorism** as shown in the **Schedule**.

#### Declared Travel Pattern

The number, destination and average duration of expected journeys as provided by **the Insured** to **the Insurer**.

#### Directors

The registered company director of **the Insured** and any other persons agreed with **the Insurer** in writing to be treated as directors.

# Business Travel Section

## Definitions

### Accidental Bodily Injury

Bodily injury caused by:

- a. accidental violent external and visible means
- b. unavoidable exposure to the elements.

### Adjustment Information

Such additional information as **the Insurer** may require **the Insured** to provide in order to calculate the full premium due for the **Period of Insurance** as shown in the **Schedule**.

### Aircraft Accumulation Limit

**The Insurer's** maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** for all **Losses** involving any **Scheduled Air Transport**.

### Baggage

Any item of clothing or any article belonging to the **Insured Person** or **the Insured** but not **Money**.

### Benefit

The sum or sums of money that **the Insurer** has agreed to pay **the Insured** or, as applicable, the **Insured Person** as shown in the **Schedule**.

### Business Trip

Any journey undertaken by an **Insured Person** (and their accompanying **Spouse** and accompanying immediate family when approved by **the Insured**) on behalf of **the Insured** in connection with the **Business** of **the Insured** that forms part of the **Declared Travel Pattern**.

### Clause

Any addition, variation or alteration to the terms of this **Policy**.

### Computer Equipment

Computers and associated audio, visual, video projection, printing or other similar equipment (including data and disks) used solely or partly for business purposes.

### Contamination

Contamination or poisoning of people by nuclear and/or chemical and/or biological substances that cause **Illness** and/or disablement and/or **Death**.

### Contamination by Terrorism Accumulation Limit

**The Insurer's** maximum liability in total under this and any other group personal accident and business travel policies issued or to be issued by **the Insurer** to **the Insured** in respect of any one **Loss** involving **Contamination** by **Terrorism** as shown in the **Schedule**.

### Declared Travel Pattern

The number, destination and average duration of expected journeys as provided by **the Insured** to **the Insurer**.

### Directors

The registered company director of **the Insured** and any other persons agreed with **the Insurer** in writing to be treated as directors.

### **Non-Scheduled Air Accumulation Limit**

**The Insurer's** maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** for all **Losses** involving air travel other than **Scheduled Air Transport**.

### **Operative Times of Cover**

The time and circumstances as defined below and as shown in the **Schedule**.

#### **A. Business Travel outside the United Kingdom**

On a **Business Trip** outside the **United Kingdom** or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom** whichever is last, until return to place of residence or place of work in the **United Kingdom** whichever is first.

Any period of holiday for an **Insured Person** which is purely ancillary to the **Business Trip** shall be deemed included within the period of the **Business Trip** provided that it is otherwise within the period set out above.

#### **B. Business Travel in the United Kingdom**

On a **Business Trip** in the **United Kingdom** or country of residence involving an overnight stay away from the **Insured Person's** residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

#### **C. Travel in the United Kingdom**

On a **Business Trip** for **Insured Persons** and **Insured Trip** for **Directors of the Insured** in the **United Kingdom** or country of residence involving an overnight stay away from the **Insured Person's** residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

#### **D. Travel outside the United Kingdom**

On a **Business Trip** for **Insured Persons** and **Insured Trip** for **Directors of the Insured** outside the **United Kingdom** or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom** whichever is last, until return to place of residence or place of work in the **United Kingdom** whichever is first.

Any period of holiday for an **Insured Person** which is purely ancillary to the **Business Trip** shall be deemed included within the period of the **Business Trip** provided that it is otherwise within the period set out above.

#### **E. All Travel in the United Kingdom**

Whilst on an **Insured Trip** in the **United Kingdom** or country of residence involving an overnight stay away from the **Insured Person's** residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

#### **F. All Travel outside the United Kingdom**

While on an **Insured Trip** outside the **United Kingdom** or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom** whichever is the last, until return to place of residence or place of work in the **United Kingdom** whichever is the first.

### **Scheduled Air Transport**

A registered fixed wing aircraft which flies from an internationally recognised airport on a published schedule and which has more than 18 seats.

**Spouse**

The

i. spouse

ii. partner

iii. civil partner with whom the **Insured Person** has been cohabiting for at least 3 months as though they were their spouse or partner

**of the Insured****Strike or Industrial Action**

Any form of industrial action, whether or not organised by a trade union which is carried out with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

**Terrorism**

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, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

**War**

Invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.



## Part 2 Emergency Medical and Other Expenses

### 24-hour Emergency Medical Assistance

You must contact us immediately about any serious illness or accident where you have to go in to hospital, return home early or extend your stay. If you are unable to do this because the condition is life, limb, sight or organ threatening, you should contact us as soon as you can. We are open 24 hours a day, 365 days a year.

For minor illnesses or accidents needing simple outpatient treatment where the medical expenses are under £250, if possible, please pay the bills, keep the receipts and make a claim when you return home.

Our experienced multi-lingual medical assistance team will take full details of the emergency and can help in the following ways:

- Contacting hospitals and the doctors who are treating you.
- Monitoring your treatment with our medical advisers.
- Contacting your medical practitioner to confirm your medical history, where necessary.
- Making sure hospital and medical bills are guaranteed, where you have a valid claim.
- Making sure relatives or travelling companions are kept up to date.
- Arranging travel and accommodation for someone to stay with you (where medically necessary).
- Deciding and arranging the most suitable, practical and reasonable way to bring you home. This will normally be by regular airline or road ambulance but, where medically necessary, an air ambulance or air taxi with trained medical escorts will be organized. We can also arrange for you to be admitted in to a hospital in your home country.

Note: This is not a private medical insurance policy and only gives cover for emergency medical treatment if you have an accident or suffer an unexpected illness.

For Non-Emergency Medical related claims, please refer to Notifying a Claim: Allianz Claims Handling Office Telephone Numbers within the Introduction of this Policy.

What to do in the event of a claim

Check your schedule and policy wording which gives details of the cover provided along with appropriate conditions and exclusions and any information you may need to obtain. If you have any questions, please contact your insurance adviser.

Alternatively,

- Phone: +44 (0)208 603 9514
- Email: [travel\\_claims@allianz-assistance.co.uk](mailto:travel_claims@allianz-assistance.co.uk)

We may ask you to fill in a claim form and send it to us as soon as possible with all the information and documents we ask for (some of which you may need to obtain while you are away). It is essential that you provide us with as much information as possible to enable us to handle your claim quickly. Please keep copies of all information you send us.

## Cover

If an **Insured Person** sustains **Accidental Bodily Injury** or contracts **Illness** outside the **United Kingdom** (or their normal country of residence if different) during an **Insured Trip** the **Insurer** will reimburse **the Insured** (in the case of a **Business Trip**) or **Insured Person** (if otherwise) for additional costs necessarily incurred by **the Insured** following the death, injury or **Illness** of an **Insured Person** for:-

### a. Medical Expenses outside the United Kingdom

All costs necessarily incurred outside the **United Kingdom** (or outside of the normal country of residence of the **Insured Person** if different) as a result of the injury or **Illness** of an **Insured Person** for reasonable costs for:-

- i. medical, hospital, surgical, remedial or diagnostic treatment
- ii. attention given or prescribed by a registered medical practitioner or nursing home
- iii. ambulance fees
- iv. dental and optical treatment provided that such treatment is necessarily incurred by reason of a medical, dental or optical emergency.

### b. Continued Medical Expenses inside the United Kingdom

Medical expenses necessarily incurred, and not otherwise available from the National Health Service, by an **Insured Person** in the **United Kingdom** within 6 months from the date of return from an **Insured Trip** during which a claim under this **Section** of the **Policy** for the same continuing injury or **Illness** has been accepted by **the Insurer** up to but not exceeding £20,000 any one **Loss** provided that **the Insurer's** written approval is obtained before any expenses are incurred.

### c. Emergency Travel Expenses

Additional costs necessarily incurred following the death, injury or **Illness** of an **Insured Person** for the:

#### i. Repatriation Costs

The cost of repatriation of an **Insured Person** when in the opinion of the doctor in attendance and **the Insurer's** medical advisers, the **Insured Person** is fit to travel.

#### ii. Attendants Travel Expenses

Travel and accommodation expenses of up to two relatives or friends of an **Insured Person** or a qualified nurse who, on medical advice, is required to travel or remain with the **Insured Person** for the remainder of the **Insured Trip** and to escort the **Insured Person** to his or her residence and/or work place as appropriate.

#### iii. Overseas Funeral Expenses

Expenses for the burial or cremation of the **Insured Person** outside the **United Kingdom** (or to the normal country of residence of the **Insured Person** if different).

#### iv. Body Transportation Costs

Transportation costs for the carriage of the body or ashes and the personal effects of the **Insured Person** back to the **United Kingdom** (or to the normal country of residence of the **Insured Person** if different) or at **the Insurer's** discretion, to any other country as requested by the **Insured Person's** immediate family or Legal Representatives (but not the cost of burial or cremation).

#### v. Immediate Family Emergency

Travel expenses in respect of returning an **Insured Person** to the **United Kingdom** (or to the normal country of residence of the **Insured Person** if different) to attend the funeral or otherwise in the event of death or critical illness of any member of the **Insured Person's** immediate family provided that the death occurred after and could not have been foreseen at the time of commencement of the **Insured Trip**.

#### vi. Immediate Family's Travel Expenses

Travel expenses in respect of any member of the **Insured Person's** immediate family who is travelling with the **Insured Person** in returning to the **United Kingdom** (or the **Insured Person's** normal country of residence if different) in the event of the **Insured Person** being medically repatriated.

The most **the Insurer** will pay for any one **Loss** under Part 2 of this **Section** of the **Policy** is such expenses for up to 2 years from the date of **Accidental Bodily Injury** or commencement of **Illness** up to the **Sum Insured** shown in the **Schedule** less the deduction of any **Excess**, provided that other than in the case of an emergency where immediate action is required to avert serious health or life threatening consequences, **the Insured** (in the case of a **Business Trip**) or the **Insured Person** (if otherwise) must first contact the Emergency Medical Assistance Service for advice and assistance to be taken prior to incurring any costs.

Failure to seek such prior advice and assistance will result in **the Insurer** declining to pay for any costs incurred.

#### Overseas Hospitalisation Benefit

If as a result of having sustained **Accidental Bodily Injury** or contracted **Illness** during the **Period of Insurance** and **Operative Time of Cover** an **Insured Person** is admitted to **Hospital** outside the **United Kingdom** (or the **Insured Person's** normal place of residence if different) as an in-patient for a continuous period of not less than 24 hours on the recommendation of:-

- a. the **Insured Person's** general practitioner
- b. a doctor attached to the **Hospital**

**the Insurer** will pay **the Insured** (in the case of a **Business Trip**) or the **Insured Person** (if otherwise) the following amounts in addition to any other benefits payable in respect of the **Insured Person**:

##### 1. In-Patient Benefit

£50 for each full 24-hour period which the **Insured Person** spends in **Hospital** as an in-patient.

The maximum total amount payable is £1,000 in respect of any one **Insured Person**.

##### 2. Convalescence Benefit

£50 for each full 24-hour period of convalescence during which the **Insured Person** is confined to his or her home or a registered nursing home on the recommendation of a doctor upon discharge following a period of **Hospitalisation**.

The maximum total amount payable is £1,000 in respect of any one **Insured Person**.

#### Emergency Medical Assistance Service

The Emergency Medical Assistance Service is operated by a specialist emergency assistance organisation whose details are advised to **the Insured** on a medical assistance card issued by **the Insurer**. **The Insured** shall where appropriate communicate these details to the **Insured Person**.

The Emergency Medical Assistance Service will advise on, and where appropriate arrange, all medical treatment, travel and accommodation covered under Part 2 Emergency Medical and Other Expenses.

The Emergency Medical Assistance Service will deal with enquiries and will ensure that where necessary:

1. the hospital is contacted and any necessary fees guaranteed
2. multi-lingual staff are used to converse with doctors and the hospital overseas in their own language
3. medical advisers are consulted at the outset for their views on the possibility of arranging repatriation and the best method of transportation to be adopted. Whenever necessary the patient will be escorted by a medical attendant.

4. assistance is provided upon arrival in the **United Kingdom** (or the **Insured Person's** normal country of residence if different)
5. arrangements are made for the **Insured Person** to travel home and for the outward and return journeys for the next of kin to a sick or injured **Insured Person**.

Provided that medical treatment, travel and/or accommodation has been arranged by the Emergency Medical Assistance Service **the Insurer** will pay all costs covered under this **Section** incurred on behalf of the **Insured Person** or **the Insured**.

## Policyholder Helplines

This added value service is provided as an automatic benefit under your policy and is administered by Allianz Global Assistance on behalf of the Insurer.

The service is accessed by the Insured or Insured Person contacting Allianz Global Assistance on the telephone number provided.

### Pre-travel Helpline

**Tel 0208 603 9517**

Planning a business trip to a country can be a journey in itself. That is why there is a pre-travel helpline on hand to provide support and assistance for travel enquiries ranging from visa queries to inoculations required.

## Advice before you travel

**The Insured** or **Insured Person(s)** may also choose to consider the following services which are totally independent of and are not part of this policy:

### Foreign & Commonwealth Office Travel Advice

The Foreign & Commonwealth Office periodically issue guidelines about locations around the world and whether it is advisable to travel to, or within, such locations.

It is strongly recommended that **the Insured** consults the travel advice section of the Foreign & Commonwealth Office website ([fco.gov.uk](http://fco.gov.uk)) before allowing an **Insured Person** to travel.

### European Health Insurance Card (EHIC)

An EHIC entitles a person to reduced-cost, sometimes free, medical treatment that becomes necessary while they are in a European Economic Area (EEA) country or Switzerland.

The EEA consists of all European Union (EU) countries plus Iceland, Lichenstein and Norway. Switzerland applies the EHIC through an agreement with the EU.

Subject to restrictions, people who are ordinarily resident in the UK are entitled to an EHIC.

A person can apply for an EHIC:

- a. by phone on 0300 330 1350
- b. by post using an EHIC form available from the Post Office
- c. on-line at [www.ehic.org.uk](http://www.ehic.org.uk)

## Part 3 Cancellation and Curtailment

### Cover

If an **Insured Trip** during the **Period of Insurance** and **Operative Time of Cover** is unavoidably cancelled or curtailed as a result of:

- a. any cause outside the control of **the Insured** and/or the **Insured Person**
- b. a companion or family member with whom the **Insured Person** is travelling becoming totally disabled by **Accidental Bodily Injury** or **Illness** occurring during the **Insured Trip** where the disablement is such that on the advice of a registered medical practitioner the travelling companion or family member must return to the **United Kingdom** (or to the normal country of residence of the **Insured Person** if different), immediately and without delay

and as a result the **Insured Person's** original journey plans are rearranged the **Insurer** will reimburse **the Insured** or **Insured Person's** for all non-recoverable deposits advance payments and other charges paid or due to be paid by **the Insured** or the **Insured Person** for travel and/or accommodation of the **Insured Person** in connection with the cancelled **Insured Trip** up to the **Sum Insured** shown in the **Schedule**.

### Replacement Personnel Expenses

If an **Insured Person** suffers **Accidental Bodily Injury** or contracts **Illness** during the **Period of Insurance** and **Operative Time of Cover** which for medical reasons causes the **Insured Person** to be unable to continue a **Business Trip**, the **Insurer** will reimburse **the Insured** for any transport and accommodation costs which **the Insured** necessarily incurs in sending one or more persons to replace the original **Insured Person(s)** in order to carry out and complete the original purpose of the original **Business Trip** provided that:

- a. **the Insured** or **Insured Person** do not incur any unnecessary costs
- b. the deployment of a replacement person or persons is a business necessity.

The maximum total amount payable is the **Sum Insured** shown in Part 3 Cancellation and Curtailment in the **Schedule** in respect of any one **Insured Person** for any one **Business Trip**.

### Delayed Departure

If on an **Insured Trip** the **Insured Person** is delayed beyond the published departure time of the:

- a. aircraft
- b. sea vessel
- c. train

in which they are booked to travel during the **Period of Insurance** and **Operative Time of Cover** the **Insurer** will pay **the Insured** (in the case of a **Business Trip**) or the **Insured Person** (if otherwise):

- £30.00 after the first 4 hours delay
- £30.00 for each subsequent full hour of delay

provided that the:

1. **Insured Person** checks in at the airport or port or other departure point designated by the relevant travel provider not later than the latest check in time indicated by the travel provider
2. **Insured Person** accepts alternative equivalent means of travel if this is offered by the travel provider within the period of delay
3. **Insured** or **Insured Person** obtains written confirmation from the travel provider of the extent of and reason for any delay
4. **Strike or Industrial Action** affecting travel services was not in progress or had not been publicly threatened and/or publicly announced at the time of booking the **Insured Trip**.

The maximum amount payable is £750 in respect of any one **Insured Person**.

### **Missed International Connection/Missed Departure**

If the aircraft, sea vessel or train in which the **Insured Person** is travelling fails to:

- a. get them to the departure point on time to take the first aircraft, sea vessel or train to commence an **Insured Trip** outside of the **United Kingdom**
- b. arrives at its destination outside the **United Kingdom** at the published expected time of arrival which results in the **Insured Person** arriving too late to board an onward connecting aircraft, sea vessel or train on which they are booked to travel

during the **Period of Insurance** and **Operative Time of Cover** the **Insurer** will reimburse the **Insured** or **Insured Person** for any costs reasonably and necessarily incurred for additional travel, accommodation or refreshments up to the maximum amount of £500.00

provided that the:

1. published expected time of arrival of the original aircraft, sea vessel or train on which the **Insured Person** is travelling at its destination airport or port must be sufficiently early to allow the **Insured Person** a reasonable expectation of checking in for the onward connecting transportation at least 45 minutes prior to the latest time permitted by the relevant operator for check in.
2. **Insured** or **Insured Person** obtains in writing the actual time of arrival of the aircraft or sea vessel or train at its destination from the airline company or sea vessel operator or train operator on the first section of the journey and written confirmation from the connecting airline company or sea vessel operator or train operator that the connection has been missed because of the late arrival of the aircraft or sea vessel or train.
3. **Insured Person** accepts alternative equivalent means of travel if this is offered by the travel provider within the period of delay
4. **Strike or Industrial Action** affecting travel services was not in progress or had not been publicly threatened and/or publicly announced at the time of booking the **Insured Trip**.

## Part 4 Baggage and Money

### Cover

If the **Baggage** or **Money** of an **Insured Person** is permanently lost, stolen or damaged during the **Period of Insurance** and **Operative Time of Cover**, the **Insurer** will at its sole option either pay to **the Insured** (in the case of a **Business Trip**) or **Insured Person** (if otherwise) the cost of replacement of such **Baggage** and/or **Money** or in the case of lost or stolen **Baggage** provide a replacement article up to the **Sum Insured** in the **Schedule** less the deduction of any **Excess** amount shown in the **Schedule** provided that:-

1. if **Baggage** or **Money** of an **Insured Person** is lost or stolen, **the Insured** or **Insured Person** must, as soon as possible and in any event within 48 hours of the **Loss** or theft being discovered, notify the **Loss** to the Police or other appropriate authorities and obtain a written loss report from them (in the case of an airline **the Insured** or **Insured Person** will need to obtain a Property Irregularity Report)
2. **the Insured** (in the case of a **Business Trip**) or the **Insured Person** (if otherwise) provides **the Insurer** with evidence which substantiates the claim to **the Insurer's** satisfaction which may include receipts or loss report forms for the lost or stolen **Baggage** or **Money**.

The maximum amount payable is:-

- a. the **Sum Insured** shown in Part 4 of the **Schedule** in respect of any one **Insured Person** for any one **Insured Trip**.
- b. £1,500 for any one item of **Baggage**
- c. the **Sum Insured** shown in the **Schedule** for **Loss of Money**.

### Pre-Journey and Post-Journey Money Cover

This **Policy** extends to include **Money** lost or stolen within the 72-hour periods immediately prior to and immediately following an **Insured Trip** provided that such **Money** has been obtained by the **Insured Person** specifically for the purposes of undertaking the **Insured Trip** and is in the custody and control of the **Insured Person**.

### Pre-Journey Loss of Passport

If the passport and/or visa of an **Insured Person** is stolen within the 7-day period immediately prior to the planned departure date of an **Insured Trip**, provided that **the Insured** or **Insured Person** reports the theft to the Police, **the Insurer** will reimburse **the Insured** or **Insured Person** for any travel and accommodation costs reasonably and necessarily incurred in travelling to the nearest issuing office to obtain replacement documents for the **Insured Person** including any charges levied by the issuing office for the replacement documents.

The maximum amount payable is £250 any one **Loss**.

### Loss of Passport during a Journey

If the passport and/or visa of an **Insured Person** is lost, stolen, damaged or otherwise becomes void during the course of an **Insured Trip** other than as a result of the expiry date of the passport and/or visa having passed, **the Insurer** will reimburse **the Insured** or **Insured Person** for any travel and accommodation costs reasonably and necessarily incurred in travelling to the nearest issuing office to obtain replacement documents for the **Insured Person** including any charges levied by the issuing office for the replacement documents.

The maximum amount payable is £1,000 in respect of any one **Loss**.

### **Temporary Deprivation of Baggage**

If during an **Insured Trip** an **Insured Person** is temporarily deprived of **Baggage** for reasons outside of their control for a period of more than 4 hours, **the Insurer** will reimburse **the Insured** or **Insured Person** for the cost necessarily incurred for emergency essential purchases. Such payment made under this extension will be deducted from any lost/stolen **Baggage** payment for the same **Loss**.

The maximum amount payable is £1,000 in respect of any one **Loss**.

### **Fraudulent Use of Credit Cards**

If the **Insured Person** sustains financial loss as a direct result of a credit/charge/debit/bankers card being lost or stolen during an **Insured Trip** and it being fraudulently used by anyone other than the **Insured Person** the **Insurer** will pay either:

a. **the Insured** an amount equivalent to such loss provided that **the Insured** had at the time of the **Loss** an obligation to the **Insured Person** to reimburse them for such loss and has so reimbursed them;

or

b. the **Insured Person** an amount equivalent to such loss

provided that the terms and conditions under which such card has been issued have been fully complied with.

The maximum amount payable is £1,000 in respect of any one **Insured Trip**.



## Part 5 Personal Liability

### Cover

**The Insurer** will pay the **Insured Person** the amount of any damages or other costs or expenses which the **Insured Person** on an **Insured Trip** becomes legally liable to pay as a result of the **Insured Person** causing death or bodily injury to third parties, or accidental loss of or damage to their property during the **Period of Insurance** and **Operative Time of Cover** up to the Limit of Indemnity shown in the **Schedule** in respect of any one **Loss** provided that:-

1. **the Insured** or the **Insured Person** gives immediate notice to **the Insurer** of any occurrence which may result in a claim under Part 5 of this **Section** of the **Policy** even if no notice of impending prosecution, inquest or inquiry has been issued to **the Insured** or **Insured Person**. **The Insured** or **Insured Person** must notify **the Insurer** immediately in writing if any notice of prosecution, inquest or inquiry is received by **the Insured** or **Insured Person**.
2. **the Insured** or **Insured Person** provides **the Insurer** with all information or documentation that **the Insurer** requests in connection with any occurrence which may result in a claim under Part 5 of this **Section** of the **Policy**.
3. **the Insured** or **Insured Person** forwards to **the Insurer** every letter, writ or summons received by the **Insured Person** or **the Insured** in connection with any occurrence that is or may be the subject of a claim under Part 5 of this **Section** of the **Policy** immediately it is received.
4. **the Insured** or **Insured Person** does not make any admission of liability, offer or promise or payment without **the Insurer's** specific written consent.
5. **the Insurer** is able at its discretion to take over the **Insured Person's** rights and conduct the defence or settlement of any claim in the name of the **Insured Person** and **the Insurer** is able to prosecute any other persons at its own expense and for its own benefit and the **Insured Person** gives **the Insurer** all information and assistance as **the Insurer** may require.

## Part 6 Legal Expenses

### Definitions that only apply to Part 6 Legal Expenses

In addition to the Policy Definitions and the Definitions contained elsewhere within the Business Travel **Section**, the following also apply to Part 6. They have the same meaning wherever they appear in **bold** text throughout Part 6.

#### **Insurer**

Allianz Insurance plc trading as Allianz Legal Protection. Their address is:  
Allianz Legal Protection  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW.

#### **Journey**

Any period during which an **Insured Person** is away from his or her normal place of work, as long as

1. The **Insured Person** is away for at least 24 hours.
2. The **Insured Person** is away in connection with the **Business of the Insured**.
3. It is within the **Period of Insurance** and within the **Territorial Limits**.

#### **Legal Costs**

1. The professional fees and expenses reasonably and properly charged by the **Legal Representative** on a **standard basis**, up to the standard rates set by the courts, which cannot be recovered from the **Insured Person's** opponent.
2. The **Insured Person's** opponents **Legal Costs** in civil cases which the **Insured Person** is ordered to pay by a court or which the **Insured Person** pays to his or her opponent with the written agreement of **the Insurer**.

**The Insurer** will only pay **Legal Costs** which **the Insurer** considers are necessary and in proportion to the value of the **Insured Person's** claim.

**The Insurer** will only start to cover **Legal Costs** from the time **the Insurer** has accepted the claim and appointed the **Legal Representative**.

#### **Legal Representative**

The solicitor or other person appointed with the agreement of **the Insurer** under Part 6 of this **Policy Section** to represent the **Insured Person**.

## Standard basis

The assessment of **costs** which are proportionate to **your** claim.

## Territorial Limits

The **United Kingdom** and **Europe** including Madeira, the Canary Islands and countries bordering the Mediterranean other than Jordan, Libya, Syria, Israel, Egypt and Lebanon.

## Cover

**The Insurer** will pay the **Legal Costs** that **the Insurer** has agreed to of the **Insured Person** taking legal action against the **Insured Person's** opponent as a result of a sudden and specific event which causes death or bodily injury to the **Insured Person**.

**The Insurer** will provide this cover as long as:

- the event happens during the course of a **Journey** within the **Territorial Limits**;
- the legal action is brought within the **Territorial Limits**; and
- the **Insured Person** has a reasonable chance of successfully recovering damages at all times.

The most **the Insurer** will pay for all claims arising from one event is £50,000.

## Exclusions that only apply to Part 6 Legal Expenses

In addition to the General Exclusions of this **Policy** and the Exclusions of this **Policy Section**, the following also apply to Part 6.

**The Insurer** will not pay for the following:

1. Any amount of money that the **Insured Person** agrees to or has to pay any **Legal Representative** out of any compensation or damages that the **Insured Person** receives following an **Insured Event**.
2. Any claim relating to an **Insured Person** who does not normally live in the **United Kingdom**.
3. Any claim relating to an **Insured Person** driving any motor vehicle.
4. Any claim relating to medical treatment received by the **Insured Person**.
5. Any costs or expenses incurred by the **Insured Person** before **the Insurer** has accepted the **Insured Person's** claim in writing.
6. Any **Legal Costs** **the Insurer** has not agreed to in writing
7. Any fines or penalties.
8. Disputes between the **Insured Person** and:
  - any other person covered by this **Policy**;
  - someone the **Insured Person** lives with or has lived with;
  - **the Insured**; or
  - **the Insurer**.
9. Any claim which happens because the **Insured Person** has deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim.
10. An application or a judicial review.
11. Any dispute to do with written or verbal remarks which damage the **Insured Person's** reputation.
12. Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret or deal with any date change.
13. **Legal Costs** covered by another insurance policy or any other **Section** of this **Policy**.
14. Any VAT which the **Insured Person** can get back from elsewhere.
15. Claims arising from war, invasion, riot, revolution, **Terrorism** or a similar event.

## Making a Claim under Part 6 Legal Expenses

To make a claim under Part 6 Legal Expenses, the **Insured Person** should telephone **the Insurer** on 0370 241 4140 and quote Master Policy Number **34445**. **The Insurer** will send a claim form to the **Insured Person** who must complete the claim form and send it back to **the Insurer** at:

Allianz Legal Protection  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW

**The Insurer** will contact the **Insured Person** once **the Insurer** has received the claim form. 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 they have agreed to in the **Insured Person's** name and on the **Insured Person** behalf and will only start to cover the **Legal Costs** from the time **the Insurer** has accepted the claim and appointed the **Legal Representative**.

### Conditions that only apply to Part 6 Legal Expenses

In addition to the General Conditions of this **Policy** and the Conditions of this **Policy Section**, the following also apply to Part 6. If the **Insured Person** does not keep to the following conditions, **the Insurer** will have the right to cancel Part 6, refuse any claim and withdraw from the current claim.

1. It is a condition precedent to **the Insurer's** liability that the **Insured Person**:
  - a. reports any claim to **the Insurer** and not to any other person or organisation
  - b. gives **the Insurer** written details of the claim along with any other supporting information **the Insurer** asks for
  - c. makes a claim within six months of the date of the event which gave rise to the death or or bodily injury to the **Insured Person**
  - d. does not appoint a **Legal Representative**
  - e. follows the advice of the **Legal Representative** and provide any information he or she asks for
  - f. takes every reasonable step to get **Legal Costs** back and pay them to **the Insurer**
  - g. gets the written permission of **the Insurer** before making an appeal
  - h. ensures that the **Legal Representative** keeps to all parts of condition 2 below.
2. The **Legal Representative** must:
  - a. get the written permission of **the Insurer** before instructing a barrister or expert witness. Failure to do so will result in **the Insurer** not paying the fees any barrister or expert witness incurred prior to **the Insurer's** approval.
  - b. tell **the Insurer** if, at any stage, there is no longer a reasonable chance of successfully getting damages back or getting any other solution
  - c. tell **the Insurer** immediately if the **Insured Person** or other party makes a payment into a court or any offer to settle the matter
  - d. report the result of the claim to **the Insurer** when it is finished.

3. **The Insurer** will have the right to:
  - a. take over and conduct, in the **Insured Person's** name, any claim or proceedings
  - b. settle a claim by paying the amount in dispute
  - c. appoint the **Legal Representative** in the **Insured Person's** name and on the **Insured Person's** behalf
  - d. have any legal bill audited or assessed
  - e. contact the **Legal Representative** at any time, and have access to all statements, opinions and reports relating to the claim
  - f. end the **Insured Person's** cover if, during the course of the claim, **the Insurer** thinks there is no longer a reasonable chance of success. If the **Insured Person** continues the claim and gets a better settlement than **the Insurer** expected, **the Insurer** will pay his or her reasonable **Legal Costs**
  - g. settle the **Legal Costs** covered by Part 6 of this **Policy Section** at the end of the claim
  - h. end the **Insured Person's** claim and recover any **Legal Costs** from the **Insured Person** which **the Insurer** has already paid or agreed to pay if:
    - the **Legal Representative** reasonably refuses to continue acting for the **Insured Person** because of any unreasonable act or failure to act by the **Insured Person**; or
    - the **Insured Person** unreasonably withdraws his or her claim from the **Legal Representative** without the agreement of **the Insurer**; and
    - **the Insurer** does not agree to appoint another **Legal Representative** to continue the **Insured Person's** claim.

#### 4. **Choosing the legal representative**

At any time before **the Insurer** agrees that legal proceedings need to be issued, **the Insurer** will choose the **Legal Representative**. The **Insured Person** can only choose the **Legal Representative** if **the Insurer** agrees that legal proceedings need to be issued or if a conflict of interest arises which means that the **Legal Representative** cannot act for the **Insured Person**. The **Insured Person** must send the name and address of his or her chosen **Legal Representative** to **the Insurer**. If **the Insurer** agrees to appoint a **Legal Representative** that the **Insured Person** chooses, he or she will be appointed on the same terms as **the Insurer** would have appointed their own chosen **Legal Representative**. **The Insurer** may decide not to accept the **Insured Person's** choice of **Legal Representative**. If **the Insurer** does not agree with the **Insured Person's** choice, the matter will be settled using the procedure in condition 6 of Part 6 of this **Policy Section**.

When choosing the **Legal Representative**, the **Insured Person** must remember the **Insured Person's** duty to keep the **Legal Costs** of any legal proceedings as low as possible.

#### 5. **Notices**

Every notice which needs to be given under Part 6 of this **Policy Section** must be given in writing, if the **Insured Person** gives **the Insurer** notice, he or she must send it to **the Insurer** at **the Insurer's** address

If **the Insurer** gives the **Insured Person** notice, **the Insurer** must send it to his or her last known address.

#### 6. **Disputes**

If there is a dispute between the **Insured Person** and **the Insurer**, the matter may be referred to an arbitrator, who the **Insured Person** and **the Insurer** agree to. If **the Insurer** and the **Insured Person** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either the **Insured Person** or **the Insurer**, the arbitrator will decide how the **Insured Person** and **the Insurer** will share the costs.

## Part 7 Hijack and Kidnap

### Cover

If on an **Insured Trip** the **Insured Person** is the victim of **Hijack, Kidnap** or is **Taken Hostage** during the **Period of Insurance** and **Operative Time of Cover** the **Insurer** will pay **the Insured** (in the case of a **Business Trip**) or **Insured Person** (if otherwise) £300 or the amount shown in the **Schedule**, whichever is the greater, for each complete 24 hour period that the **Insured Person** is held.

The maximum amount payable is £15,000 in respect of any one **Loss**.



## Exclusions

This part of the **Section** provides details of all Exclusions. There are further Exclusions applicable to Part 6 Legal Expenses which are detailed within this **Section**.

**The Insurer** will not pay for:

1. any claim arising out of or consequent upon or contributed to directly or indirectly by:-
  - A. any **Insured Person** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind.
  - B. the **Insured Person**
    - a. taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for the **Insured Person's** own drug addiction or alcoholism
    - b. serving in the Armed Forces of any Nation or International Authority
    - c. committing suicide, attempted suicide or intentional self-injury
    - d. participating in off-piste winter sports.
  - C. **War** (whether declared or not):
    - a. between any of the Major Powers (specifically China, France, the **United Kingdom**, any of the former member states of the Soviet Union and the United States of America)and/or
    - b. within **Europe** in which any of such Major Powers or their armed forces are involved or any enforcement action within **Europe** by or on behalf of the United Nations.Exclusion 1.C is not applicable to Part 6 of this **Section**.
  - D. ionising radiations radioactive **Contamination** or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - E. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) and or any mutual derivative or variations however caused.
2. **Losses** arising directly or indirectly out of **Contamination** due to any act of **Terrorism** regardless of any other cause or any other event contributing at the same time or in any other sequence to such event.

If **the Insurer** alleges that by reason of this exclusion any loss, damage, cost or expense is not covered the burden of proving the contrary shall be upon **the Insured** or **Insured Person**, as applicable.
3. any **Loss** arising from travel to Afghanistan, Iraq, Ivory Coast, Somalia or Chechnya unless agreed in writing by **the Insurer**.
4. any claim in excess of £25,000,000 irrespective of any amount shown elsewhere in the **Schedule**.



5. any claim under Part 2 of this **Section**:
  - a. where an **Insured Person** is travelling:
    - i. against the advice of a registered medical practitioner
    - ii. for the specific purpose of receiving medical treatment or advice.
  - b. in the last month prior to the most recently advised expected date of delivery as a result of the **Insured Person** being pregnant or giving birth (unless disability arises from a diagnosed medical complication which is not a normal symptom of pregnancy or childbirth)
  - c. for cosmetic treatment unless agreed by **the Insurer** and necessary as a result of **Accidental Bodily Injury**
  - d. for costs of medication known by the **Insured Person** to be required or continued whilst on the **Insured Trip**
  - e. costs of private medical care in the **United Kingdom** or country of residence unless covered by **Continued Medical Expenses** in the **United Kingdom** under Part 2.
  
6. any claim under Part 3 of this **Section** in respect of:
  - a. disinclination of the **Insured Person** or companion or family member to travel
  - b. the **Insured Person** or family member or companion who accompanies the **Insured Person**:
    - i. travelling or planning to travel against the advice of a registered medical practitioner
    - ii. being pregnant where the cancellation, curtailment or re-arrangement occurs during the last month of the most recently advised expected date of delivery for such person giving birth (unless disability arises from a diagnosed medical complication which is not a normal symptom of pregnancy or childbirth)
  - c. cancellation or rescheduling of the intended purpose of the **Insured Trip**
  - d. redundancy or the termination of employment of the **Insured Person**
  - e. **the Insured** or **Insured Person's** financial circumstances
  - f. default of any provider (or their agent) of transport or accommodation, acting for **the Insured** or **Insured Person**
  - g. delay due to the financial failure of the provider of the travel and/or accommodation services or the travel agent or tour operator acting for **the Insured** or **Insured Person**
  - h. any claim for Delayed Departure in respect of a claim that is covered by Missed International Connection/Missed Departure.
  
7. any claim under Part 4 of this **Section** in respect of:
  - a. loss of monetary value due to depreciation
  - b. loss/damage to, or theft of, deeds, securities or manuscripts
  - c. **Computer Equipment** unless declared to and accepted by **the Insurer**
  - d. **Baggage** stolen or lost from an unattended vehicle unless such **Baggage** was in the locked boot or concealed in a covered luggage compartment of a fully locked vehicle
  - e. **Money** stolen or lost from an unattended vehicle
  - f. loss or damage caused by delay, detention or confiscation by order of any Government or Public Authority.
  
8. any claim under Part 5 of this **Section** in respect of:
  - a. bodily injury caused to any member of the **Insured Person's** immediate family or loss or damage caused to property belonging to or in the custody or control of the **Insured Person** or any member of the **Insured Person's** immediate family or employee or any servant or agent of the **Insured Person**



- b. bodily injury or loss of or damage to property which arises whilst the **Insured Person** is performing any duty or action in connection with the **Business of the Insured** or any other business occupation or profession of the **Insured Person**
  - c. bodily injury or loss of or damage to property which arises out of the ownership, possession or use of or legal responsibility for any:
    - i. land or buildings
    - ii. mechanically propelled or towed vehicle
    - iii. aircraft, hovercraft or watercraft
    - iv. animal (of a species defined as a dangerous species in the Animals Act 1971 or the Dangerous Dogs Act 1991 or Dangerous Dogs Act (Amendment) 1996) by the **Insured Person**
  - d. liability in respect of fines, penalties, or liquidated damages, punitive, exemplary or aggravated damages
  - e. any loss or damage occurring outside the **United Kingdom** or in any country in which the **Insured Person** owns premises or is resident or domiciled
  - f. liability arising directly or indirectly by or through or in connection with any wilful or malicious or unlawful act or omission
  - g. liability loss or damage for which indemnity is provided under any other Insurance.
9. any claim under Part 7 of this **Section** in respect of:
- a. **Hijack** or being **Kidnapped/Taken Hostage** when the scheduled destination of the flight is or is by way of a country in a state of **War**
  - b. being **Kidnapped/Taken Hostage** where the **Insured Person** is **Kidnapped/Taken Hostage** in a country that is in a state of **War**
  - c. ransom payments, or reimburse payment of promises of payments of any kind made to secure the release of an **Insured Person**.
10. any claim in respect of any **Insured Person** aged 75 or over at the commencement of the **Period of Insurance** unless otherwise agreed by the **Insurer**.

## Conditions

The **General Conditions** of this **Policy** apply to this **Section** with the exception of **General Conditions 2, 3 and 4**.

There are also additional Conditions applicable to Part 6 Legal Expenses which are detailed with this **Section**.

In addition the following Conditions apply to this **Section**.

### 1. Misrepresentation of facts relevant to an Insured Person

If a claim is made under this **Section**, **the Insurer** will not invoke the remedies which might otherwise have been available to it under General Condition 1. Fair Presentation of the Risk as against **the Insured**, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular **Insured Person**. If the **Insured Person** concerned or **the Insured** on their behalf makes a careless misrepresentation of facts, **the Insurer** may invoke the remedies available to it under General Condition 1 as against that **Insured Person** only, as if a separate insurance contract had been issued to such person, leaving the remainder of the **Policy** unaffected.

### 2. Fraudulent Claims

If any fraud to which General Condition 5 relates is perpetrated by or on behalf of an **Insured Person** (and not on behalf of **the Insured**), General Condition 5 should be read as if it applies only to that **Insured Person's** claim and references to the **Policy** should be read as if they were references to the cover effected for that person alone and not to the **Policy** as a whole.

### 3. Payment of Premium

**The Insured** must pay to **the Insurer** all premiums due to **the Insurer** together with all taxes due on the premiums.

### 4. Assignment

**The Insured** and the **Insured Person** must not assign any of the **Benefits** under this **Section**. **The Insurer** will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this **Section**.

### 5. Change in Risk

It is a condition precedent to the liability of **the Insurer** that the **the Insured** must give immediate notice to **the Insurer** of any change of any **Insured Person(s)** from that which **the Insured** originally advised to **the Insurer**.

### 6. The Insurer's right to cancel this Section

Other than as described under **Section** Condition 7. below, Condition 8. of part 6 of this **Section** above or where General Condition 5. Fraud applies, **the Insurer** may cancel this **Section** by sending 30 days' notice by recorded delivery post to **the Insured** at **the Insured's** last known address together with any appropriate refund of premium. **The Insured Person** and **the Insured** may not cancel this **Section**.

## 7. Cancellation - War Risks

**The Insurer** may cancel cover under this **Section** in respect of **War** risks at any time and at its discretion by sending 7 days notice by recorded delivery post to **the Insured** at **the Insured's** last known address but such cancellation of cover will not apply for any **Insured Trip** outside of the **United Kingdom** or the **Insured Person's** country of residence (if different) which commenced prior to the effective date of the notice of cancellation. **The Insured** will notify all **Insured Person's** of such cancellation.

## 8. Adjustment of premium

If premium has been calculated on a deposit or declaration basis, **the Insured** must provide the **Adjustment Information** to **the Insurer** within 30 days of the expiry of the **Period of Insurance**. Any additional premium calculated to be due must be paid by **the Insured** upon demand and any return premium will be paid by **the Insurer** to **the Insured**.

If **the Insured** does not provide the **Adjustment Information** within 30 days of the expiry of the **Period of Insurance** then **the Insurer** will be entitled to adjust the premium at its discretion, but subject to any additional premium not exceeding 50% of the annual premium for the relevant **Period of Insurance**.

## 9. Claims Conditions

No claim will be paid unless **the Insured** and where applicable the **Insured Person** complies strictly with these conditions:

- a. **The Insured** or **Insured Person** must give notice to **the Insurer** as soon as possible and in any event within 30 days after the happening of any loss, damage or occurrence which may result in a claim.
- b. **The Insured** or **Insured Person** must provide **the Insurer** with all information and evidence which **the Insurer** may reasonably require at no cost to **the Insurer**.
- c. **The Insured** or **Insured Person** must at **the Insurer's** request provide a medical examination report in respect of any **Accidental Bodily Injury** where **the Insured** or **Insured Person** requires **the Insurer** to consider a claim
- d. **The Insured** must ensure that as soon as possible after the occurrence of any **Accidental Bodily Injury** the **Insured Person** obtains and follows the advice of a registered medical practitioner. **The Insurer** will not be liable for any bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of the **Insured Person's** failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed.
- e. In the event of the death of an **Insured Person** **the Insurer** will be entitled to have a post-mortem examination carried out at **the Insurer's** own expense.

## 10. Accumulation Limits

Where the total of all individual claims exceed the

- i. **Aircraft Accumulation Limit**
- ii. **Event Accumulation Limit**
- iii. **Non-scheduled Air Accumulation Limit**
- iv. **Contamination by Terrorism Accumulation Limit**

the individual claims shall be reduced proportionately until the total of all individual claims does not exceed the limit applicable.

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