

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, Cyber or Professional Indemnity Sections)
- the Sections of cover selected by you (as shown on the Schedule) excluding any Section covering Directors and Officers Liability, Cyber or Professional Indemnity
- the Exclusions and Conditions which apply to the Sections selected by you excluding any Section covering Directors and Officers Liability, Cyber 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, Cyber 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, Cyber or Professional Indemnity Sections
- the Insuring Clause
- the Directors and Officers Liability, Cyber 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, Cyber 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, Cyber 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, Cyber 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, Personal Accident and Business Travel Sections.

2. **War** (*Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Personal Accident, Business Travel, Terrorism, Fidelity Guarantee, Cyber 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, Business Travel, Cyber or Terrorism [when insured as a separate section] Sections*)

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

In respect of a. above an Act 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
 - i. any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
 - ii. any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

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

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

In any action suit or other proceedings where **the Insurer** alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered 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. **Cyber Event** (*Not applicable to Terrorism, Employers' Liability, Public Liability, Products Liability, Aviation Products Liability, Professional Indemnity, Computer, Engineering Machinery Damage, Engineering - Business Interruption, Directors and Officers, Cyber, Accident, Business Travel or Commercial Legal Expenses Sections*)

- a. Damage to, loss, destruction, distortion, erasure, corruption, alteration, theft or other dishonest, criminal, fraudulent or unauthorised manipulation of Electronic and digital data from any cause whatsoever (including, but not limited, to Computer attack) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.
- b. However, in the event that an insured event excluding riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or civil commotion or malicious persons results from any of the matters described in a. above, this Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover a direct physical damage and/or a consequential loss therefrom occurring during the Policy period to property insured by this Policy directly caused by such insured event to the extent covered and not otherwise excluded under this Policy.

For the purposes of this Exclusion

Electronic and digital data means data of any kind including, but not limited to, facts, concepts, or other information in a form useable by computers or other electronic or electromagnetic data processing equipment. Electronic and digital data shall also include computer software and all other coded instructions for the processing or manipulation of data on any equipment.

Computer attack means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the computer system or network of whatsoever nature.

General Conditions

1. Fair Presentation of the Risk

(Not applicable to the Directors and Officers Liability, Cyber 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, Cyber or 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 or Cyber Sections)

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, Cyber 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, Cyber 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 or Cyber Sections)

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 or Cyber Sections)

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 or Cyber Sections)

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

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

Telephone: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

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

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

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

Alternatively, you can contact the Financial Ombudsman Service directly.

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, by emailing 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 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
- 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
- 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

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

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

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

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, Personal Accident and non medial Business Travel claims (handled in Milton Keynes)
Tel: 0344 893 9500

For Engineering claims (handled in Liphook)
Tel: 01483 265825
Email: 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.

For Cyber claims (handled in London by Allianz Global Corporate & Specialty)
Tel: 020 3451 3679 Lines are open 9am to 5pm Monday to Friday.

Should you need assistance outside of these hours, please call the same number and you will be provided details of our preferred suppliers who will be able to assist you.

Email: cyberclaims@allianz.com

IMPORTANT: please ensure you contact us as soon as you are first aware of the cyber incident as we will be able to support you by organising suppliers and services in order to mitigate the impact on your business

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

For Cyber Claims:

Allianz Global Corporate & Specialty
Allianz House
60 Gracechurch Street
London
EC3V 0HR

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 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.

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.

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Employers' Liability Section

Definitions

1. Injury

Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock

2. Employee

- A. Any person under a contract of service or apprenticeship with **the Insured**
- B. any of the following persons whilst working for **the Insured** in connection with the **Business**
 - i. any labour master or labour only subcontractor or person supplied by him
 - ii. any self-employed person providing labour only
 - iii. any home worker or outworker
 - iv. any trainee or person undergoing work experience
 - v. any voluntary helper
 - vi. any person who is borrowed by or hired to **the Insured**
 - vii. any person working under the Community Offenders Act 1978, the Community Service by Offenders (Scotland) Act 1978 or similar legislation
 - viii. any prospective employee being assessed by **the Insured** as to their suitability for employment
 - ix. any person a court of law in the **United Kingdom** deems to be an employee

3. Business

The **Business** specified in the **Schedule** conducted solely from the **United Kingdom** and including

- A. the ownership, maintenance and repair of **Premises** used in connection therewith
- B. the provision and management of
 - i. canteen, social, sports or welfare organisations for the benefit of **Employees**
 - ii. fire and security services of **the Insured**
 - iii. ambulance, first aid and medical services
- C. the execution of private duties by **Employees** for any partner, director or senior official of **the Insured**
- D. the repair and/or servicing of **the Insured's** motor vehicles
- E. the training or retraining of any **Employee** at Government or other training centres
- F. participation at trade shows, exhibitions or conferences
- G. the organisation of or participation by **the Insured** in fund raising or other charitable events
- H. the provision of nursery crèche or child care facilities where incidental to the **Business**
- I. the provision of car parking for the benefit of **Employees**, customers and visitors

4. Territorial Limits

- A. Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- B. elsewhere in the world in respect of **Injury** sustained by any **Employee** resident within the territories specified in Definition 4.A. above and caused whilst such **Employee** is temporarily employed outside these territories provided that any action for compensation in respect of such **Injury** is brought in a court of law within the said territories or any other member country of the European Union

5. Offshore Installations

- A. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- B. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- C. any pipe or system of pipes in the sea or tidal waters
- D. any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition 5.A., 5.B. or 5.C. above

6. An Act of Terrorism

An act including but not limited to the use of force or violence and/or 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 to put the public or any section of the public in fear.

Cover

The Insurer will indemnify **the Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of **Injury** sustained by any **Employee** arising out of and in the course of the employment or engagement of such person by **the Insured** in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**.

In addition **the Insurer** will pay costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer**

- a. in connection with the defence of any claim
 - b. for representation of **the Insured**
 - i. at any coroners inquest or fatal accident inquiry in respect of death
 - ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury**
- which may be the subject of indemnity under this **Section**.

Limit of Indemnity

The Insurer's liability for all compensation, costs and expenses payable (including interest thereon and the costs of defending a Health and Safety legislation prosecution) in respect of any one claim or series of claims arising out of one occurrence shall not exceed the Limit of Indemnity stated in the **Schedule**.

Provided that

- A. in respect of an **Act of Terrorism** the Limit of Indemnity shall not exceed £5,000,000 and not as otherwise stated in the **Schedule**.

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

- B. in respect of the indemnity provided under this **Section** for the Corporate Manslaughter and Corporate Homicide Act 2007:
 - a. the liability of **the Insurer** shall not exceed £5,000,000 in any one **Period of Insurance**
 - b. all amounts payable will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
 - c. where **the Insurer** has already indemnified **the Insured** in respect of legal costs or expenses incurred in connection with the defence of any criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same occurrence which gave rise to said proceedings under another **Section** of the **Policy** the amount paid under that **Section** shall contribute to the maximum amount payable under this **Section**.

Extensions (Subject to the terms limits conditions and exclusions of this Section and the Policy)

A. Indemnity to Other Parties

The indemnity provided by this **Section** will also apply:

- a. in the event of the death of **the Insured**, to any personal representative of **the Insured** in respect of liability incurred by **the Insured**.
- and if the Insured so request **the Insurer** will indemnify the following parties
- b. any officer or committee member or other member of **the Insured's** canteen, social, sports, welfare organisations, fire and security services or ambulance, first aid and medical services against liability incurred in such capacity
- c. any partner, director or **Employee** of **the Insured** against liability incurred in such capacity and in respect of which **the Insured** would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**

as though each party was individually named as **the Insured** in this **Section**

- d. any principal for whom **the Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by **the Insured** and in respect of which **the Insured** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply
- ii. **the Insurer's** liability to **the Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the **Schedule**.

B. Health and Safety at Work - Legal Defence Costs

The Insurer will indemnify **the Insured** and if **the Insured** so request any partner, director or **Employee** of **the Insured** in the terms of this **Section** in respect of

- a. costs and expenses incurred with **the Insurer's** written consent
- b. costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that

- i. the proceedings relate to the health, safety or welfare of any **Employee**
- ii. **the Insurer** shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- c. costs or expenses insured by any other policy.

C. Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of **Injury** sustained by any **Employee** arising out of and in the course of employment or engagement by **the Insured** in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**

a. is obtained by such **Employee** in any court situate within the **United Kingdom** against any person or corporate body domiciled or operating from premises within the **United Kingdom** and

b. remains wholly or partly unsatisfied six months after the date of such judgement

the Insurer will if **the Insured** so request pay to the said **Employee** the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that

- i. there is no appeal outstanding
- ii. the **Employee** shall have assigned the judgement to **the Insurer**
- iii. this **Section** was shown in the **Schedule** at the time of the **Injury**.

D. Court Attendance Compensation

If during the **Period of Insurance** any partner, director or **Employee** of **the Insured** is required to attend court as a witness at the request of **the Insurer** in connection with a claim which is the subject of indemnity under this **Section** **the Insurer** will pay compensation to **the Insured** on the following scale for each day that attendance is required:

- i. any director or partner £750
- ii. any **Employee** £250

E. Corporate Manslaughter and Corporate Homicide Act 2007 - Legal Defence Costs

The Insurer will indemnify **the Insured** in respect of

a. legal costs and expenses incurred with the prior written consent of **the Insurer** and

b. costs of the prosecution awarded against **the Insured**

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury sustained and caused during the **Period of Insurance** in the course of the **Business** and which may be subject to indemnity under this **Section**

Provided that **the Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of **the Insured** prior to their appointment

The Insurer will not pay for

- i. any fines or penalties imposed on **the Insured** or the cost of implementing any remedial order or publicity order
- ii. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against **the Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- iii. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than the **United Kingdom**
- v. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **the Insured** or any partner or director of **the Insured** or any **Employee**.

Exclusions

This **Section** does not cover

1. liability in respect of **Injury** to any **Employee** arising out of the ownership, possession or use by or on behalf of **the Insured** of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.
2. liability in respect of **Injury** to any **Employee** who is working on, visiting or travelling to or from **Offshore Installations**.

Section Conditions

1. Compulsory Insurance Legislation

The indemnity granted by this **Section** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **United Kingdom** but **the Insured** shall repay to **the Insurer** all sums paid by **the Insurer** which **the Insurer** would not have been liable to pay but for the provisions of such law.

2. Certificate of Employers' Liability

If this **Policy** or **Section** is cancelled any certificate of Employers' Liability insurance issued hereunder is similarly cancelled from the same date.

3. Other Insurances

The Insurer will not indemnify **the Insured** in respect of liability which is insured by or would but for the existence of this **Section** be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this **Section** not been effected.

4. Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration:

- a. in or to the **Business**
- b. in the ownership of **the Insured**
- c. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of legal liability to pay costs and expenses as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided under this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. 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 it known of the increase in risk.

5. Premium Adjustment Condition

- A. The premium in respect of this **Section** of the **Policy** is:
 - i. based on exposure estimates provided by **The Insured** for the **Period of Insurance** and will be adjusted annually on a declaration basis to reflect the actual exposure
 - ii. the minimum premium payable by **The Insured** after declaration adjustment
- B. If **the Insured** fail to supply a declaration within two months of the expiry of the **Period of Insurance** **The Insurer** shall be entitled to make a reasonable estimate and adjust the premium accordingly.

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Public and Products Liability Section

Definitions

1. Injury

- A. Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock
- B. invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person

2. Employee

- A. Any person under a contract of service or apprenticeship with **the Insured**
- B. any of the following persons whilst working for **the Insured** in connection with the **Business**
 - i. any labour master or labour only subcontractor or person supplied by him
 - ii. any self-employed person providing labour only
 - iii. any home worker or outworker
 - iv. any trainee or person undergoing work experience
 - v. any voluntary helper
 - vi. any person who is borrowed by or hired to **the Insured**
 - vii. any person working under the Community Offenders Act 1978, the Community Service by Offenders (Scotland) Act 1978 or similar legislation
 - viii. any prospective employee being assessed by **the Insured** as to their suitability for employment
 - ix. any person a court of law in the **United Kingdom** deems to be an employee

3. Business

The **Business** specified in the **Schedule** conducted solely from the **United Kingdom** and including

- A. the ownership, maintenance and repair of **Premises** used in connection therewith
- B. the provision and management of
 - i. canteen, social, sports or welfare organisations for the benefit of **Employees**
 - ii. fire and security services of **the Insured**
 - iii. ambulance, first aid and medical services
- C. the execution of private duties by **Employees** for any partner, director or senior official of **the Insured**
- D. the repair and/or servicing of **the Insured's** motor vehicles
- E. the training or retraining of any **Employee** at Government or other training centres
- F. participation at trade shows, exhibitions or conferences
- G. the organisation of or participation by **the Insured** in fund raising or other charitable events
- H. the provision of nursery crèche or child care facilities where incidental to the **Business**
- I. the provision of car parking for the benefit of **Employees**, customers and visitors

4. Territorial Limits

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

5. Products

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by **the Insured** in connection with the **Business** and not in the charge or control of **the Insured**

6. Pollution or Contamination

- A. All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- B. all **Injury**, loss or damage directly or indirectly caused by such pollution or contamination.

All **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place

7. Offshore Installations

- A. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- B. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- C. any pipe or system of pipes in the sea or tidal waters
- D. any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition 7.A., 7.B. or 7.C. above

8. An Act or Terrorism

An act including but not limited to the use of force or violence and/or 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 to put the public or any section of the public in fear.

9. Asbestos

Asbestos or fibres or particles of asbestos or any material containing asbestos.

Cover

- A. **The Insurer** will indemnify **the Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of accidental
- a. **Injury** to any person
 - b. loss of or damage to material property
 - c. nuisance, trespass, obstruction or interference with any right of way, light, air or water occurring within the **Territorial Limits** during the **Period of Insurance** in connection with the **Business**.

In addition **the Insurer** will pay costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer**

- a. in connection with the defence of any claim
- b. for representation of **the Insured**
 - i. at any coroners inquest or fatal accident inquiry in respect of death
 - ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury**, loss or damage which may be the subject of indemnity under this **Section**.

Limit of Indemnity

- A. **the Insurer's** liability for all compensation payable in respect of
- i. any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
 - ii. all **Injury**, loss and damage occurring during any one **Period of Insurance** and caused by or arising from **Products**
 - iii. all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance**

shall not exceed the Limit of Indemnity stated in the **Schedule**.

- B. In respect of all claims against **the Insured** made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of the amount of all
- i. claimants' costs and expenses
 - ii. costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer** in connection with the defence of such claims.

Provided that

- i. in respect of an **Act of Terrorism** the liability of **the Insurer** shall not exceed the Limit of Indemnity stated in the **Schedule** or £5,000,000 (whichever is the lesser).

If **the Insurer** alleges that by reason of this limitation any loss damage or expense is not covered the burden of proving the contrary shall be upon **the Insured**.

- ii. in respect of the indemnity provided under this **Section** for Extension K - Corporate Manslaughter and Corporate Homicide Act 2007 Legal Defence Costs:-
 - a. the liability of **the Insurer** shall not exceed £5,000,000 or the Limit of Indemnity stated in the **Schedule** (whichever is the lesser) in any one **Period of Insurance**
 - b. all amounts payable will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
 - c. where **the Insurer** has already indemnified **the Insured** in respect of legal costs or expenses incurred in connection with the defence of any criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same cause or occurrence which gave rise to said proceedings under another **Section** of the **Policy** the amount paid under that **Section** shall contribute to the maximum amount payable under this **Section**.

Extensions (Subject to the terms limits conditions and exclusions of this Section and the Policy)

A. Indemnity to Other Parties

The indemnity provided by this **Section** will also apply:

a. in the event of the death of **the Insured**, to any personal representative of **the Insured** in respect of liability incurred by **the Insured**

and if **the Insured** so request **the Insurer** will indemnify the following parties

b. any officer or committee member or other member of **the Insured's** canteen, social, sports, welfare organisations, fire and security services or ambulance, first aid and medical services against liability incurred in such capacity

c. any partner, director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which **the Insured** would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**

as though each party were individually named as **the Insured** in this **Section**

d. any principal for whom **the Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by **the Insured** and in respect of which **the Insured** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**

Provided that

i. each such party shall observe fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply

ii. **the Insurer's** liability to **the Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the **Schedule**.

B. Joint Insured Cross Liabilities

If more than one party is named as **the Insured** this **Section** shall apply as though each were insured separately provided that **the Insurer's** liability to all parties indemnified shall not exceed in total the Limit of Indemnity stated in the **Schedule**.

C. Overseas Personal Liability

The **Business** is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or **Employee** of **the Insured** or family member of such partner, director or **Employee** normally resident within the **United Kingdom** in the course of any journey or temporary visit to any other country made in connection with the **Business**.

D. Motor Contingent Liability

The Insurer will indemnify **the Insured** in the terms of this **Section** against liability arising out of the use in connection with the **Business** of any vehicle not owned, provided or being driven by **the Insured** but this **Section** does not cover liability

a. in respect of loss of or damage to such vehicle

b. arising out of any such use in any country outside the European Union

c. incurred by any party other than **the Insured**

d. incurred by any party identified in Extension A. (Indemnity to Other Parties) other than an **Employee**.

For the purpose of this cover Exclusion 1. (Injury to **Employees**) does not apply.

E. Health and Safety at Work - Legal Defence Costs

The Insurer will indemnify **the Insured** and if **the Insured** so request any partner, director or **Employee of the Insured** in the terms of this **Section** in respect of

- a. costs and expenses incurred with **the Insurer's** written consent
 - b. costs and expenses of the prosecution awarded against any such party
- in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that

- i. the proceedings relate to the health, safety or welfare of any person other than an **Employee**
- ii. **the Insurer** shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- c. costs or expenses insured by any other insurance.

F. Data Protection Act

The Insurer will indemnify **the Insured** and if **the Insured** so requests any **Employee** or director or partner of **the Insured** for damage or distress occurring as a result of an offence under Section 13 of the Data Protection Act 1998 committed during the **Period of Insurance** within the **United Kingdom** and arising in connection with the **Business** provided that **the Insured** is a registered user in accordance with the terms of the Data Protection Act 1998.

The Insurer will not pay for

- a. any damage or distress caused by any deliberate act or omission by **the Insured** the result of which could reasonably have been expected by **the Insured** having regard to the nature and circumstances of such act or omission
- b. the payment of fines or penalties
- c. the costs and expenses of replacing reinstating rectifying or erasing blocking or destroying any Data or Personal Data
- d. any damage or distress caused by any act of fraud or dishonesty
- e. liability arising from the recording, processing or provision of Data or Personal Data for reward or to determine the financial status of any person.

Data and Personal Data shall have the meaning defined in the Data Protection Act 1998.

G. Defective Premises Act 1972

The Insurer will indemnify **the Insured** in the terms of this **Section** against liability incurred by **the Insured** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by **the Insured**

Provided that this Extension does not cover

- a. the cost of rectifying any damage or defect in the premises or land disposed of
- b. liability for which **the Insured** is entitled to indemnity under any other insurance
- c. the presence of **Asbestos**.

H. Consumer Protection and Food Safety Acts - Legal Defence Costs

The Insurer will indemnify **the Insured** and if **the Insured** so request any partner, director or **Employee** of **the Insured** in the terms of this **Section** in respect of legal costs and expenses incurred with the written consent of **the Insurer** in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

a. Part 2 of the Consumer Protection Act 1987

or

b. Section(s) 7, 8, 14, and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that **the Insurer** shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

a. fines or penalties of any kind

b. proceedings or appeals in respect of any deliberate act or intentional act or omission

c. costs or expenses insured by any other policy.

I. Court Attendance Compensation

If during the **Period of Insurance** any partner, director or **Employee** of **the Insured** is required to attend court as a witness at the request of **the Insurer** in connection with a claim which is the subject of indemnity under this **Section** **the Insurer** will pay compensation to **the Insured** on the following scale for each day that attendance is required:

i. any director or partner £750

ii. any **Employee** £250

J. Contractual Liability

In respect of liability assumed by **the Insured** by a contract or agreement entered into by **the Insured** and which would not have attached in the absence of such contract or agreement, the indemnity provided by this **Section** shall only apply if the sole conduct and control of any claim is vested in **the Insurer**

Provided that **the Insurer** shall not in any event provide indemnity

a. under Exclusion 9. a. except as stated therein

b. in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

K. Corporate Manslaughter and Corporate Homicide Act 2007 - Legal Defence Costs

The Insurer will indemnify **the Insured** in respect of

- a. legal costs and expenses incurred with the prior written consent of **the Insurer** and
- b. costs of the prosecution awarded against **the Insured**

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury occurring during the **Period of Insurance** in the course of the **Business** and which may be the subject of indemnity under this **Section**

Provided that **the Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of **the Insured** prior to their appointment

The Insurer will not pay for

- i. any fines or penalties imposed on **the Insured** or the cost of implementing any remedial order or publicity order
- ii. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against **the Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- iii. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than in the **United Kingdom**
- v. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **the Insured** or any partner or director of **the Insured** or any **Employee**.

L. Obstructing Mechanically Propelled Vehicles

If a mechanically propelled vehicle which is not the property or responsibility of **the Insured** causes an obstruction within the **United Kingdom** to the extent of interfering with the carrying out of the **Business** then notwithstanding Exclusion 5 (Mechanically Propelled Vehicles) **the Insurer** will indemnify **the Insured** in the terms of this **Section** in respect of the legal liability of **the Insured** for the **Injury** or loss of or damage to material property arising from the movement of such vehicle by **the Insured** or by any **Employee**

Provided that

- a. such movement shall be limited to the minimum necessary to clear the obstruction
- b. the indemnity will not apply to loss of or damage to such vehicle or its contents
- c. this Extension shall not apply to circumstances for which a certificate of insurance or security is required in accordance with road traffic legislation.

Exclusions

This **Section** does not cover

1. Injury to **Employees**

liability in respect of **Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by **the Insured**.

2. Work on **Offshore Installations**

liability in respect of **Injury**, loss or damage arising in connection with work on or travel to or from **Offshore Installations**.

3. Fines, penalties, liquidated, punitive, exemplary or aggravated damages

liability in respect of

- a. fines, penalties or liquidated damages
- b. punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.

4. **Pollution or Contamination**

liability in respect of

- a. **Pollution or Contamination** occurring in the United States of America or Canada or any dependency or trust territory
- b. **Pollution or Contamination** occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

5. Mechanically Propelled Vehicles

liability arising out of the ownership, possession or use by or on behalf of **the Insured** of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply

- i. while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- ii. in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

except where more specifically insured by any other policy.

6. Vessels or Craft

liability arising out of the ownership, possession or use by or on behalf of **the Insured** of any

- a. aircraft or other aerial device made or intended to travel through air or space
- b. any water-borne vessel or craft other than
 - i. those used for business entertainment purposes within inland waters
 - ii. hand propelled or sailing watercraft whilst within inland waters and not exceeding 75 feet in length

7. Property in the charge or control of **the Insured**

liability in respect of loss of or damage to any property belonging to or in the charge or control of **the Insured** other than

- a. personal effects or vehicles of any partner, director or **Employee** of or visitor to **the Insured**
- b. premises (and their contents) not belonging, leased, rented or hired to **the Insured** but temporarily in the charge of **the Insured** for the purpose of carrying out work
- c. **Premises** (including their fixtures and fittings) leased, rented or hired to **the Insured** but this **Section** does not cover liability attaching to **the Insured** solely under the terms of any tenancy or other agreement.

8. Damage to Goods Supplied

liability in respect of

- a. loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of **the Insured**
- b. all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of
 - i. any such goods or property
 - ii. any defective work executed by or on behalf of **the Insured**

except that 8.a. and 8.b.i above shall not apply to liability in respect of loss of or damage to the said goods or property if such loss or damage is caused by or arises from

1. any alteration, repair or servicing work executed
2. any other goods or property sold, supplied, delivered, installed or erected by **the Insured** under a separate contract.

9. Products

in respect of **Injury**, loss or damage caused by or arising from **Products**

- a. any liability which attaches to **the Insured** solely under the terms of an agreement other than
 - i. under any warranty of goods implied by law
 - ii. under any indemnity clause in any agreement between **the Insured** and any independent carrier in respect of **Injury**, loss or damage caused by **Products** entrusted to such carrier for transit by road, rail or waterway
- b. any **Product** installed or incorporated in any craft designed to travel in or through air or space and which to **the Insured's** knowledge was intended to be installed or incorporated in any such craft
- c. any claim made against **the Insured** in any country outside the European Union in which **the Insured** occupy premises or are represented by any resident **Employee** or holder of **the Insured's** power of attorney.

10. Advice and Design

liability for **Injury**, loss or damage arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of **the Insured** other than where provided or performed in connection with any **Product**.

11. Contract Works and J.C.T. Clause 6.5.1

liability in respect of loss of or damage to any property

- a. comprising or to be incorporated in the contract works in respect of any contract undertaken by **the Insured**
- b. against which **the Insured** are required to effect insurance under the terms of Clause 6.5.1. of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

12. Computer Date Recognition

liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of **the Insured** or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

- i. correctly to recognise any date as its true calendar date
- ii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

- iii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

13. Asbestos

- a. liability in any way caused by, arising from or contributed to by
 - i. exposure to or inhalation of **Asbestos**
 - ii. fear of the consequences of exposure to or inhalation of **Asbestos**
- b. liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property arising out of the presence of **Asbestos**

14. Excess

the amount of the **Excess** shown in the **Schedule**.

Section Conditions

1. Other Insurances

The Insurer will not indemnify **the Insured** in respect of liability which is insured by or would but for the existence of this **Section** be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this **Section** not been effected.

2. Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration:

- a. in or to the **Business**
- b. in the ownership of **the Insured**
- c. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of legal liability to pay costs and expenses as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided under this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. 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 it known of the increase in risk.

3. Premium Adjustment Condition

A. The premium in respect of this **Section** of the **Policy** is:

- i. based on exposure estimates provided by **The Insured** for the **Period of Insurance** and will be adjusted annually on a declaration basis to reflect the actual exposure
- ii. the minimum premium payable by **The Insured** after declaration adjustment

B. If **the Insured** fail to supply a declaration within two months of the expiry of the **Period of Insurance** **The Insurer** shall be entitled to make a reasonable estimate and adjust the premium accordingly.

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Commercial Legal Expenses Section

Definitions

In addition to the **Policy** Definitions the following also apply to this **Section**:

Acts of Parliament

All Acts of Parliament referred to in this **Section** will include a reference to all Orders and Regulations made under them and to any subsequent amendments, re-enactments, equivalent legislation, Regulations or Codes of Practice, enforceable within the **Territorial Limits**.

Adjudication

Adjudication whether arising under the Housing Grant Construction and Regeneration Act 1996 or the Scheme or an adjudication arising out of any term in a **Contract**.

Any One Claim

All **Claims** including any appeal against a judgment or decision arising out of the same original cause event or circumstance without the intervention of any other cause starting from a new and independent source will be regarded as one claim.

Awards of Compensation

Basic Awards and **Compensatory Awards** made against the **Insured** by an Employment Tribunal, Employment Appeal Tribunal or Superior Court, or settlements agreed as a result of negotiation, conciliation or arbitration proceedings and to which the **Insurer's** previous consent has been given, other than:

- a any awards of compensation against the **Insured** for a redundancy payment or monies due under a contract of employment, or
- b any award arising from a failure by the **Insured** to provide written reasons for dismissal, or
- c any award or pay specified in a reinstatement or re-engagement order, or
- d any financial benefit or compensation payable under any share option scheme or pension scheme.

Basic Awards

Basic Awards are as determined in accordance with section 119 of the Employment Rights Act 1996. For the avoidance of doubt Basic Awards do not include Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

Claim

Cover Event 1 Employment

An application to an Employment Tribunal brought by or on behalf of any **Employee** against the **Insured** for monetary damages or other relief, including a request for reinstatement or re-engagement. The circumstances that give rise to a **Claim** will begin immediately the **Insured** first receives an **Employee's** Claim Form (ETI) from an Employment Tribunal.

Cover Event 2 Taxation Proceedings

The circumstances that give rise to a **Claim** will begin immediately the **Insured** or the **Insured's** accountant first receives written notification from:

- a HM Revenue & Customs expressing dissatisfaction with the **Insured's** tax affairs, or
- b HM Revenue & Customs with an assessment or written decision or notice of civil penalty in respect of VAT.

Cover Event 3 Criminal Prosecution Defence

A criminal prosecution brought against the **Insured Person**. The circumstances that give rise to a **Claim** will begin immediately proceedings are issued against the **Insured Person**.

Cover Event 4 Damage to Premises

A civil proceeding (including an application for injunctive or non-pecuniary relief, third party action, or counterclaim) brought by the **Insured** for the pursuit of monetary damages or other relief. The circumstances that give rise to a **Claim** will begin immediately the **Insured** first sends written notice to another party that it is the **Insured's** intention to hold that other party responsible for actual physical damage to the **Insured's Premises** resulting in provable financial loss to the **Insured**.

Cover Event 5 Data Protection

A civil proceeding brought against the **Insured Person** under Data Protection legislation. The circumstances that give rise to a **Claim** will begin immediately the **Insured Person** first receives:

- a a writ, summons or similar pleading for injunctive or non-pecuniary relief, third party proceeding, or counterclaim, or
- b written notification from the Information Commissioner of a refusal of the **Insured Person's** application for registration or an alteration to the **Insured Person's** registration particulars, or
- c an Enforcement, De-registration or Transfer Prohibition Notice from the Information Commissioner.

Cover Event 6 Commercial Tenancy Agreement

A civil proceeding (including an application for injunctive or non-pecuniary relief, third party action, or counterclaim) brought by the **Insured** for the pursuit of monetary damages or other relief. The circumstances that give rise to a **Claim** will begin immediately the **Insured** first sends written notice to another party that it is the **Insured's** intention to hold that other party responsible for a breach of the **Insured's Tenancy Agreement**.

Cover Event 7 Licence Protection

An event which results in a hearing in regard to withdrawing, restricting or suspending the **Insured's Business** licence. The circumstances that give rise to a **Claim** will begin immediately the **Insured** first receives notification from the relevant licensing authority of their intention to withdraw, restrict or suspend the **Insured's Business** licence.

Cover Event 8 Personal Injury

A civil proceeding brought by the **Insured Person** for monetary damages. The circumstances that give rise to a **Claim** will begin immediately the **Insured Person** suffers death or bodily injury.

Cover Event 9 Jury Service Allowance

The circumstances that give rise to a **Claim** for **Jury Service Allowance** will begin immediately the **Insured** first knows, or should have known, that they have suffered proven financial loss as a result of a proprietor, partner, director or **Employee** of the **Insured** having been absent from work as a result of attendance for jury service.

Cover Event 10 Contract

A civil proceeding (including an application for injunctive or non-pecuniary relief; third party proceeding, or counterclaim) brought by or against the **Insured** for monetary damages or other relief. The circumstances that give rise to a **Claim** will begin immediately the **Insured**:

- a. first sends written notice to another party to a **Contract** that it is the intention of the **Insured** to hold that other party responsible for any actual or alleged breach of that **Contract**, or
- b. first receives written notice that it is the intention of another party to a **Contract** to hold the **Insured** responsible for any actual or alleged breach of that **Contract**.

Compensatory Awards

Compensatory Awards are the amounts awarded at the discretion of an Employment Tribunal, Employment Appeal Tribunal or Superior Court intended to compensate for loss of earnings and benefits. For the avoidance of doubt **Compensatory Awards** do not include Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

Contract

An actual or alleged contract, to which the **Insured** is a party, for the sale, purchase, hire, service, supply or repair of goods or for the supply or purchase of a service. For the avoidance of doubt a **Contract** does not include any actual or alleged contract with an **Employee**.

Data Protection Compensation Awards

Compensation awarded under the terms of section 13 of the Data Protection Act 1998 against the **Insured** for the holding, loss or unauthorised disclosure of data.

Employee

- 1 any person under a contract of service or apprenticeship with the **Insured**
- 2 any of the following persons whilst working for the **Insured** in connection with the **Business**
 - a any labour master or labour only subcontractor or person supplied by him
 - b any self-employed person providing labour only
 - c any trainee or person undergoing work experience
 - d any voluntary helper
 - e any person who is borrowed by or hired to the **Insured**.

Excess

The amount specified in the Exclusions that the **Insured Person** must first pay in respect of **Any One Claim** under this **Section** before the **Insurer** then becomes liable to make payment under that **Claim**.

Insured Person

The **Insured** and, at the request of the **Insured** with the agreement of the **Insurer**, the **Insured's** proprietors partners and directors and also all **Employees** acting in the normal course of their employment.

Insurer

Allianz Insurance plc trading as Allianz Legal Protection.

Jury Service Allowance

The payment of up to £100 per day to the **Insured** in respect of an **Insured Person** who is absent from work as a result of his or her attendance for jury service within the **Territorial Limits**, but only in so far as this is not otherwise recoverable from the relevant court and payment of such sum has been made by the **Insured** to the **Insured Person** under any contract of employment. The amount that the **Insurer** will pay is based on:

- a the time the **Insured Person** is off work including the time it takes to travel to and from the court.
This will be calculated to the nearest half day assuming that a whole day is eight hours.
- b if the **Insured Person** works full time, the salary or wages for each day equals 1/250th of the **Insured Person's** annual salary or wages.
- c if the **Insured Person** works part time, the salary or wages will be a proportion of the **Insured Person's** weekly salary or wages.

Lawphone Legal Helpline

A telephone advisory service provided by the **Insurer**:

- a to advise the **Insured** on **Business** related legal matters, and
- b for the **Insured** to report all **Claims** under this **Section** to the **Insurer**.

The **Insured** should contact **Lawphone Legal Helpline** on 0370 241 4140.

Legal Expenses

Fees and Expenses

- a any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the **Legal Representative**, at such rates or in such amounts as may be agreed or confirmed by the written consent of the **Insurer** in respect of any **Claim**, including costs and expenses of expert witnesses and those incurred by the **Insurer** in connection with such **Claim**.
- b any costs incurred by other parties, insofar as the **Insured Person** is held liable in a civil court or tribunal to pay such costs or under a settlement made with another party with the **Insurer's** consent.
- c any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the **Legal Representative** in an appeal, at such rates or in such amounts as may be agreed or confirmed by the written consent of the **Insurer**, or in resisting an appeal against the judgment of a relevant court or tribunal, up to such amounts agreed, confirmed or consented to by the **Insurer**.
- d any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the **Legal Representative**, at such rates or in such amounts as may be agreed or confirmed by the written consent of the **Insurer** in connection with any **Claim** relating to **Taxation Proceedings**, but excluding any tax or VAT or additional tax or VAT or interest and penalties demanded assessed or requested by the relevant authorities.

Legal Representative

A solicitor, barrister or any other appropriately qualified person appointed in the name of and on behalf of the **Insured Person** with the agreement of the **Insurer** to act for the **Insured Person** in accordance with the terms of this **Section**.

Reasonable Prospects of a Satisfactory Outcome

Reasonable Prospects of a Satisfactory Outcome only exist if:

- a The **Insured Person** is more likely than not to succeed assuming the case was determined at trial or other final hearing at first instance and where the likely damages claimed and recovered by or against the **Insured Person** will exceed the **Insured Person's** own likely **Legal Expenses** or
- b any lawyer appointed by the **Insurer** or any other lawyer appointed on behalf of the **Insured Person** would advise a reasonable private paying client to proceed having regard to the prospects of success and taking into account all of the circumstances of the **Claim**.

Taxation Proceedings

HM Revenue & Customs (Full Enquiry)

- a preparation of documents and representation of the **Insured** in respect of a Full Enquiry investigation by HM Revenue & Customs into the **Insured's** tax affairs.
- b preparation of documents and representation of the **Insured** at an HM Revenue & Customs Commissioners Hearing resulting from a Full Enquiry.
- c the conduct of an appeal against a decision of the HM Revenue & Customs Commissioners resulting from a Full Enquiry.

provided that:

- i investigation by HM Revenue & Customs into the **Insured's** tax affairs is notified to the **Insurer** at the time HM Revenue & Customs send a written notification to the **Insured** or the **Insured's** accountant expressing dissatisfaction with the **Insured's** tax affairs.
- ii submission to the relevant authorities of the **Insured's** accounts and related taxation computations have not been or are not unduly delayed.

PAYE Investigation

- a examination at the **Insured's Premises** of PAYE records with which HM Revenue & Customs have expressed dissatisfaction.
- b investigation and preparation prior to negotiation and representation on the **Insured's** behalf.
- c attendance at meetings and negotiations with HM Revenue & Customs on the **Insured's** behalf.
- d representation of the **Insured** at an HM Revenue & Customs Commissioners' Hearing.
- e representation of the **Insured** at an appeal against a decision of the HM Revenue & Customs Commissioners' following a Hearing.

provided that a dispute relating to PAYE regulations is notified to the **Insurer** when, following a PAYE examination, HM Revenue & Customs send a written notification to the **Insured** or the **Insured's** accountant expressing dissatisfaction.

VAT Decisions and Penalties

- a investigation and preparation of documents prior to representation of the **Insured** at a VAT Tribunal or in reaching agreement upon a settlement with HM Revenue & Customs under the local review procedure.
- b preparation of documents and representation of the **Insured** at a VAT Tribunal for the purpose of appealing against an assessment or written decision or civil penalty issued by HM Revenue & Customs.
- c representation of the **Insured** at an appeal against a VAT Tribunal decision.

provided that a VAT assessment or written decision or civil penalty is notified to the **Insurer** at the date at which HM Revenue & Customs send an assessment or written decision or notice of civil penalty to the **Insured** or the **Insured's** accountant in respect of VAT.

Self-Assessment Return Investigation (Full Enquiry)

Preparation of documents and representation of the **Insured** following the issue of a Formal Notice under Section 9A of the Taxes Management Act 1970 or Section 12AC of the Taxes Management Act 1970 or S24 (1) Schedule 18 Finance Act 1998 which requires the examination of all the **Business** books or records.

Tenancy Agreement

A contract between the **Insured** and the owner of the **Premises** relating to the occupancy of the **Premises** by the **Insured** in connection with the **Business** and in return for the payment of rent.

Territorial Limits - (Events 1, 2, 3, 4, 5, 6, 7, 9 and 10)

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

Territorial Limits - (Event 8 only)

Any member country of the European Union and Croatia, Iceland, Norway and Switzerland

Witness Attendance Allowance

The payment of up to £100 per day to the **Insured** in respect of the **Insured Person** who is absent from work as a result of his or her attending as a witness for the **Insured** at a hearing, court, tribunal or arbitration within the **Territorial Limits** at the request of the **Legal Representative** with the **Insurer's** written consent of, but only in so far as this is not otherwise recoverable from the relevant hearing, court, tribunal or arbitration. The amount that the **Insurer** will pay is based on:

- a the time the **Insured Person** is off work including the time it takes to travel to and from the hearing, court, tribunal or arbitration. This will be calculated to the nearest half day assuming that a whole day is eight hours.
- b if the **Insured Person** works full time, the salary or wages for each day equals 1/250th of the **Insured Person's** annual salary or wages.
- c if the **Insured Person** works part time, the salary or wages will be a proportion of the **Insured Person's** weekly salary or wages.

Limit of Indemnity

The maximum amount the **Insurer** is liable to pay under this **Section** is:

- 1 £100,000 **Any One Claim** other than a **Claim** relating to Event 9: Jury Service Allowance and Event 10 Contract.
- 2 £5,000 **Any One Claim** relating to Event 9: Jury Service Allowance.
- 3 £5,000 **Any One Claim** relating to **Witness Attendance Allowance**.
- 4 £50,000 **Any One Claim** relating to Event 10: Contract.
- 5 £500,000 for all **Claims** which first occurred during the **Period of Insurance**.

(collectively the Limit of Indemnity)

The above amounts are all inclusive of **Legal Expenses**.

Cover

The **Insurer** agrees to pay up to the Limit of Indemnity and on behalf of the **Insured Person**, **Legal Expenses**, **Awards of Compensation**, **Data Protection Compensation Awards**, **Jury Service Allowance** and **Witness Attendance Allowance** incurred by the **Insured Person** in the pursuit or defence of any **Claim** brought within the **Territorial Limits** and which first occurred during the **Period of Insurance** and falls within the Cover provided by the following Events.

Events (operative where shown in the Policy Schedule)

1 Employment

The **Insured** has cover for:

- a the defence of the legal rights of the **Insured** in a dispute in an Employment Tribunal with a previous, present or prospective **Employee** and which arises out of or relates to a contract of employment or a breach of employment or discrimination legislation.
- b **Awards of Compensation**.

Provided that:

- a the **Insured** have issued all necessary documentation to an **Employee** as required by legislation.
- b the **Insured** has consulted with and then followed with due diligence the advice and procedures provided by the **Lawphone Legal Helpline** before making any significant variation to an **Employee's** contract or taking any action which might lead to the giving of a formal warning to, or the dismissal of, an **Employee**.
- c the **Insured** has consulted with the **Lawphone Legal Helpline** immediately the **Insured** knew, or ought reasonably to have known, of any cause event or circumstance which has given or may give rise to a **Claim** involving the **Insured**.
- d the incident giving rise to the **Claim** occurs at least 3 months after the start of the first **Period of Insurance**. This will not apply if the **Insured** had cover which is equivalent to that provided under this **Section** under another legal expenses policy up to the start of the first **Period of Insurance**.

2 Taxation Proceedings

The **Insured** has cover for **Taxation Proceedings**.

Provided that the **Taxation Proceedings** arise out of the **Business**.

3 Criminal Prosecution Defence

The **Insured Person** has cover for the defence of a criminal prosecution.

Provided that the criminal prosecution arises out of the **Business**.

4 Damage to Premises

The **Insured** has cover for the pursuit of the legal rights of the **Insured** in a dispute relating to physical damage to the **Insured's Premises** caused by another person or organisation resulting in proven financial loss to the **Insured**.

Provided that:

- a the **Premises** are used solely for the **Insured's Business**; and
- b the incident giving rise to the **Claim** occurs at least 3 months after the start of the first **Period of Insurance**. This will not apply if the **Insured** had cover which is equivalent to that provided under this **Section** under another legal expenses policy up to the start of the first **Period of Insurance**.

5 Data Protection

The **Insured** has cover for:

- a the defence of the legal rights of the **Insured** in a dispute arising out of the Data Protection Act 1998.
- b an appeal by the **Insured** against a refusal of an application for registration or alteration of registered particulars.
- c an appeal by the **Insured** against any Enforcement, De-registration or Transfer Prohibition Notice.
- d **Data Protection Compensation Awards**.

6 Commercial Tenancy Agreement

The **Insured** has cover for the pursuit of the **Insured's** legal rights in a dispute relating to the **Insured's Tenancy Agreement**.

7 Licence Protection

The **Insured** has cover for the defence of the **Insured's** legal rights after any event which results in a hearing in regard to withdrawing, restricting or suspending the **Insured's Business** licence.

Provided that the hearing arises out of the **Insured's Business**.

8 Personal Injury

The **Insured Person** has cover for the pursuit of his or her legal rights following an event which causes the **Insured Person's** death or bodily injury.

Provided that the death or bodily injury arises out of the **Business**.

9 Jury Service Allowance

The **Insured** has cover for **Jury Service Allowance**.

10 Contract

The **Insured** has cover for the pursuit or defence of a dispute with a manufacturer or supplier or customer in respect of a **Contract**.

Provided that:

- a the goods or services in question are supplied in connection with the **Business** of the **Insured**; and
- b the amount in dispute is more than £5,000, other than a dispute where the **Insured** is pursuing a **Claim** in respect of the construction alteration or repair of any building, or part of that building, or structure when the amount in dispute must be more than £25,000.

Exclusions

In addition to the General Exclusions of this **Policy** the following also apply to this **Section**:

- 1 In respect of Event 1 - Employment there is no cover for:
 - a an **Excess** of £500 in respect of each **Claim**.
 - b any **Claim** arising as a result of the **Insured's** failure to consult with and then follow with due diligence the advice and procedures provided by the **Lawphone Legal Helpline** before making any significant variation to an **Employee's** contract or taking any action which leads to the giving of a formal warning to, or the dismissal of, an **Employee**.
 - c any dispute with an **Employee** who was subject to either a written or verbal warning (formal or informal) in the 6 months immediately preceding the first **Period of Insurance**.
 - d any breach or alleged breach of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive.
 - e any dispute based upon, arising from or in consequence of any industrial dispute, industrial or labour arbitration or collective bargaining agreements.
 - f any dispute to do with sub-contracting or contracts for services with anyone who is self-employed.

- 2 In respect of Event 2 - Taxation Proceedings there is no cover for:
 - a an **Excess** of £500 in respect of each **Claim**.
 - b the technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction with the **Insured's** tax affairs.
 - c the preparation of accounts or self assessment returns.
 - d **Taxation Proceedings** which arise out of deliberate or reckless or careless misstatements by the **Insured** in returns or submissions made to the relevant authorities.
 - e **Taxation Proceedings** which arise out of a failure to make accurate, truthful and up to date submissions of returns.
 - f **Taxation Proceedings** which arise out of a failure to observe statutory time limits or requirements.
 - g **Taxation Proceedings** which arise solely from an investigation of earlier accounts or records.
 - h the defence of any criminal prosecution.
 - i any matter handled by the National Investigation Service of HM Revenue & Customs or an enquiry by HM Revenue & Customs under S60 VAT Act 1994.
 - j any matter handled by the Special Compliance Office of HM Revenue & Customs or the Special Investigations Section of HM Revenue & Customs.
 - k any Aspect enquiry by HM Revenue & Customs.
 - l any IR 35 enquiry by HM Revenue & Customs.

- 3 in respect of Event 3 - Criminal Prosecution Defence there is no cover for:
 - a. an **Excess** of £100 in respect of each claim.
 - b. criminal proceedings being brought against the **Insured Person** for:
 - i. fraud, theft, money laundering or other dishonesty.
 - ii. offences against another person, including offences of a sexual nature.
 - iii. the manufacture, distribution or use of alcohol, drugs, indecent or obscene materials.
 - iv. owning, possessing, hiring or using aircraft, watercraft, motor vehicles, trailers or caravans.
 - v. Taxation Proceedings.
 - vi. pollution.
 - c. any costs awarded against the **Insured Person** by a court of criminal jurisdiction.

- 4 In respect of Event 4 - Damage to Premises there is no cover for:
 - a an **Excess** of £100 in respect of each **Claim**.
 - b any dispute arising from the actual or alleged performance of, or failure to perform, in whole or in part, an actual or alleged **Contract** between the **Insured** and a third party.
 - c any dispute relating to mining or other subsidence or heave.
 - d any dispute relating to rent or service charges, tax, planning or building regulations or decisions.
 - e any dispute relating to the renewal of a lease or **Tenancy Agreement**.
 - f any dispute over the freehold or leasehold or commonhold or title of the **Premises**.
 - g **Adjudication**.
 - h any dispute with Government or local authority departments concerning the imposition of rates or other local taxes.
 - i any dispute relating to the ownership, possession, hiring or use of aircraft, watercraft, motor vehicles, trailers or caravans.

- 5 In respect of Event 5 - Data Protection there is no cover for:
 - a an **Excess** of £100 in respect of each **Claim**.
 - b any dispute or legal proceeding which relates to the prosecution of the **Insured** in respect of any actual or alleged fraud or theft.
 - c any dispute or legal proceeding which arises from a failure to register as a Data Controller.
 - d any dispute or legal proceeding which arises from a failure to comply with any legislative requirement concerning the processing of Sensitive Personal Data.

- 6 In respect of Event 6 - Commercial Tenancy Agreement there is no cover for:
 - a an **Excess** of £100 in respect of each **Claim**.
 - b any dispute relating to rent or service charges, tax, planning or building regulations or decisions.
 - c any dispute relating to the renewal of a lease or **Tenancy Agreement**.
 - d any dispute over the freehold or leasehold or commonhold or title of the **Premises**.
 - e **Adjudication**.
 - f any dispute with Government or local authority departments concerning the imposition of rates or other local taxes.

- 7 In respect of Event 7 - Licence Protection there is no cover for:
 - a an **Excess** of £500 in respect of each **Claim**.
 - b any hearing arising out of a commercial decision by the **Insured**.
 - c the first application for, or the renewal of, the **Insured's** licence
 - d any licence hearing relating to in whole or in part:
 - i owning, driving or using a motor vehicle
 - ii to drug offences
 - iii under age drinking; or
 - iv allegations of sexual or indecent activities.

- 8 In respect of Event 8 - Personal Injury there is no cover for disputes between the **Insured** and the **Insured Person**.

- 9 In respect of Event 10 - Contract there is no cover for:
 - a an **Excess** of £500 in respect of each **Claim**
 - b any dispute which occurs within the first three months of the start of the first **Period of Insurance**. This will not apply if the **Insured** had cover which is equivalent to that provided under this **Policy Section** under another legal expenses policy up to the start of the first **Period of Insurance**.
 - c the recovery of money and interest due from another party other than a dispute where the other party has indicated an intention to defend the **Claim** and that party has a realistic chance of defending the **Claim**.

- d the pursuit or defence of any **Claim** brought by or against the **Insured** caused by or arising from or in relation to professional services, advice or specification given by the **Insured** or on the **Insured's** behalf.
- e any dispute arising from or as a consequence of any breach or alleged breach of professional duty or any error or omission in any advice given by the **Insured** or on the **Insured's** behalf.
- f any dispute where a **Claim** is brought against the **Insured** caused by or arising from the provision of goods or services relating to the construction, alteration or repair of any building, or part of that building, or structure.
- g any dispute relating to computer hardware, software, systems or services.
- h any arbitration unless wholly in accordance with the Arbitration Act 1996.
- i **Adjudication.**
- j any dispute in respect of tenancy, assignment, bailment, bills of exchange, credit and securities or guarantee.
- k any dispute relating to a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or **Tenancy Agreement.**
- l any dispute relating to the legal right of the **Insured** to own, occupy or use any land or building or any benefit or alleged benefit attaching to the land.
- m any dispute relating to the ownership, possession, hiring or use of motor vehicles.
- n any dispute arising out of the amount payable under an insurance policy.

In respect of all Events there is no cover for:

- 10 **Legal Expenses, Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance** incurred without the **Insurer's** written Consent following acceptance of a **claim**.
- 11 Any **Claim** which does not arise from or relate to the **Business**, other than a **Claim** in respect of **Jury Service Allowance.**
- 12 Any **Claim** in respect of which the **Insured Person** is, or but for the existence of this **Section** would be, entitled to an indemnity or contribution under any other policy or certificate of insurance except for any excess beyond the amount which would have been covered under such other policy or certificate of insurance.
- 13 Any **Claim** in respect of which the **Insured Person** is entitled to an indemnity or contribution under any other **Section** of this **Policy.**
- 14 Any **Claim** in respect of which the **Insured Person** is entitled to Legal Aid.
- 15 Any cause, event or circumstance occurring prior to or existing at the inception or on or after the renewal of this **Section** and which the **Insured Person** knew, or ought reasonably to have known, may give rise to a **Claim** by or against the **Insured Person.**
- 16 Any **Claim** that the **Insured** fails to notify to the **Insurer** within 6 months of the first occurrence of any cause, event or circumstance that gives rise to the **Claim.**
- 17 Any **Claim** arising out of a deliberate, conscious, intentional or reckless act by the **Insured Person** or where the **Insured Person** has shown wilful disregard for the need to take all reasonable steps to avoid, prevent and limit any such **Claim.**
- 18 Any **Claim** made, brought or commenced outside of the **Territorial Limits.**
- 19 Any **Claim** where in the **Insurer's** opinion there are no **Reasonable Prospects of a Satisfactory Outcome.**
- 20 Fines or other penalties imposed by a court, tribunal or regulator.
- 21 Any dispute between the **Insured Person** and the **Insurer.**
- 22 Any dispute between the **Insured Person** and the **Legal Representative** in respect of a **Claim** under this **Section.**
- 23 Any **Claim** relating to damage to goods in transit or goods lent or hired to third parties or goods at premises other than the **Premises.**
- 24 Any **Claim** arising from or relating to the operation of a franchise or distribution agreement.
- 25 Any **Claim** arising from or relating to a shareholding agreement or a partnership agreement or a trust.

- 26 Any **Claim** arising as a result of an allegation of libel or slander.
- 27 Any **Claim** relating to patents, copyrights, trademarks, merchandise marks, registered designs or other intellectual property, breach of secrecy or confidentiality, restrictive covenants or a passing off action.
- 28 Any **Claim** arising from or relating to an application for judicial review or other challenge to any legislation or proposed legislation.
- 29 Any **Claim** relating to any non-contracting party's right to enforce all or any part of this **Section**. The Contracts (Rights of Third Parties) Act 1999 does not apply to this **Section**.
- 30 Defending the **Insured Person** in any legal proceedings arising from:
- a bodily injury, illness, disease or death, or
 - b loss, destruction or damage to property, or
 - c alleged or actual breach of any duty owed as a director or officer of the **Insured**.
- 31 Any VAT attaching to **Legal Expenses** incurred with the **Insurer's** consent which is recoverable by the **Insured Person** from elsewhere.

Conditions

In addition to the General Conditions of this **Policy** the following also apply to this **Section**:

A. General Conditions

1. Change of Risk

It is a condition precedent to the liability of the **Insurer** to provide Cover under this **Policy** that the **Insured** must notify the **Insurer** in writing of any alteration during the **Period of Insurance** which would materially affect the **Insurer's** assessment of the risk and that part of this insurance affected shall cease to be in force unless such alteration is agreed in writing by the **Insurer**.

Upon notification of any alteration the **Insurer** will alter the premium and the **Insured** will pay an additional premium to, or receive a refund of premium from, the **Insurer** as the case may be.

2. Arbitration

Any dispute between the **Insured Person** and the **Insurer** concerning this **Section** shall be referred to a single arbitrator who will be either a solicitor or barrister agreed upon by the parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Chairman of the Bar Council or appropriate professional body within the **Territorial Limits**.

All the costs of the arbitration shall be met in full by the party against whom the decision is made. If the decision is not clearly made against one party the arbitrator will have the power to apportion costs. If the decision is made in the **Insurer's** favour, the **Insured Person's** costs will not be recoverable under this **Section**.

The decision will be final and binding upon both the **Insured Person** and the **Insurer** and cannot be the subject of an appeal.

3. Maintenance of Records

It is a condition precedent to the **Insurer's** liability to provide Cover under this **Section** that the **Insured** has kept and maintained reasonable books and records. Where the **Insured** is a corporate organisation such books and records must have been kept in accordance with the Companies Acts.

4. Disclosure of the Existence of this Section

The **Insured Person** or the **Legal Representative** must not reveal the existence of this **Section** unless the **Insurer** has given written consent or is ordered to do so by a court.

5. Assignment

This **Section** may not be assigned by the **Insured Person** or by the **Insured Person's** executors or administrators.

B. Claims Process Conditions

1. Notification of Claim

It is a condition precedent to the **Insurer's** liability to provide Cover under this **Section** that the **Insurer** is notified in writing by the **Insured Person** by the completion of a claim form immediately the **Insured Person** is, or should have been, aware of any cause, event or circumstance which has given or may give rise to a **Claim** involving the **Insured Person**. If the **Insured Person** fails to notify the **Insurer** within 6 months of the first occurrence of such cause, event or circumstance any **Claim** arising from that cause, event or circumstance will not be accepted.

When such a notification has been given, the **Insurer** agrees to treat any subsequent **Claim** in respect of the cause, event or circumstance notified as though the **Claim** had been made, brought or commenced during the **Period of Insurance**.

Important procedure for Employment Disputes

If a Claim Form (ET1) is received from an Employment Tribunal the **Insured** must immediately complete a claim form and forward it to the **Insurer**, to arrive no later than 7 days after receipt of the Claim Form (ET1). Response Form (ET3), which should be left blank, must also be sent.

2. Consent

It is a condition precedent to the **Insurer's** liability to provide cover under this **Section** that consent to accept a **Claim** and:

- a. incur **Legal Expenses**; and
- b. pay **Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance** or **Witness Attendance Allowance**

must first be obtained in writing from the **Insurer** ("Consent"). Consent will be given if the **Insured Person** can satisfy the **Insurer** that

- a. there are **Reasonable Prospects of a Satisfactory Outcome**, and
- b. in a particular case, it is reasonable for **Legal Expenses** to be incurred and/or a **Claim** in respect of **Awards of Compensation, Jury Service Allowance** or **Witness Attendance Allowance** to be accepted under this **Section**

In reaching a decision on whether or not to give Consent the **Insurer** will seek the opinion of the **Legal Representative**.

If the **Insurer** and the **Legal Representative** are unable to agree on whether **Reasonable Prospects of a Satisfactory Outcome** exist, the **Insurer** will seek the opinion of any other legally qualified advisor or other expert appropriate to the **Claim** the **Insurer** feels it is necessary to consult in order to make their decision.

In all cases the **Insured Person** will be advised in writing of the granting or refusal of Consent.

3. Dealing with the Claim

If the **Insurer** grants Consent a **Legal Representative** will be instructed and will then act in accordance with Claims Process Condition 8.

The **Insurer** may withdraw Consent previously given at any time if facts become known which would mean that a particular **Claim** would not have been accepted under the terms of this **Section** or if there are no longer **Reasonable Prospects of a Satisfactory Outcome**. Provided there has been full compliance with the **Section** terms the **Insurer** agrees to indemnify the **Insured Person** in respect of **Legal Expenses** incurred up to the date when the **Insurer** notified the **Insured Person** that Consent had been withdrawn.

If the **Insured Person** decides to proceed with the pursuit or defence of a **Claim** to which the **Insurer** has refused to give Consent and is subsequently successful the **Insurer** will pay **Legal Expenses** as if the **Insurer** had given Consent at the outset.

4. Duty of the Insured Person to Minimise Claims

In respect of any **Claim** for which Consent has been granted under the **Section** the **Insured Person** must use best endeavours and take all reasonable measures to minimise the cost and effect of any **Claim** under this **Section**.

If the **Insured Person** fails to comply with this requirement then the **Insurer** will have the right to adjust the **Insurer's** liability under this **Section** to the extent that a **Claim** would have cost the **Insurer** had the **Insured Person** complied.

5. The Insurer's Right to Settle Claim

The **Insurer** shall have the right to take over and conduct in the name of the **Insured Person** any **Claim** at any time and can settle any **Claim** on behalf of the **Insured Person** on such terms as the **Insurer** deems appropriate.

6. Insolvency of the Insured Person

If during the course of any **Claim** to which the **Insurer** has given support, the **Insurer** has the right to withdraw that support immediately if the **Insured Person**;

- a becomes insolvent (or commits an act of insolvency or bankruptcy), or
- b enters into liquidation, or
- c makes an arrangement with creditors, or
- d enters into a deed of arrangement, or
- e has part or all of their affairs assets or property placed in the care or control of a receiver or a liquidator, or
- f has an administration order over their affairs assets or property.

7. Appeal Procedure

If following legal proceedings to which the **Insurer** has given Consent, the **Insured Person** wishes to appeal against the judgment or decision of a court or tribunal, it is a condition precedent to the **Insurer's** liability to continue to provide cover under this **Section** that the grounds of such appeal must be submitted to the **Insurer** in good time and by secure means so that the **Insurer** may consider whether there are **Reasonable Prospects of a Satisfactory Outcome** in respect of the appeal and if so whether to Consent to such further action. The **Insurer** will inform the **Insured Person** and the **Legal Representative** of their decision.

If the **Insurer** requires it, the **Insured Person** will co-operate fully in an appeal against the judgment or decision of a court or tribunal.

8. Legal Proceedings

a. Freedom to choose a Legal Representative

For any **claim** where the **Insurer** may be liable to pay **Awards of Compensation** under Event 1 Employment, or **Data Protection Compensation Awards** under Event 5 Data Protection, the **Insurer** will choose the **Legal Representative**.

For any other **claim** the **Insurer** will choose the **Legal Representative** at any time before the **Insurer** agrees that legal proceedings need to be issued or defended. The **Insured Person** can only choose a **Legal Representative** if the **Insurer** agrees that legal proceedings need to be issued or defended or if a conflict of interest arises which means that the **Legal Representative** originally chosen by the **Insurer** cannot act for the **Insured Person**. The **Insured Person** must send the name and address of the **Insured Person's** chosen **Legal Representative** to the **Insurer**. If the **Insurer** agrees to appoint a **Legal Representative** that the **Insured Person** chooses, that **Legal Representative** will be appointed on the same terms as the **Insurer** would have appointed its chosen **Legal Representative**.

In respect of any **claim** for which the **Insurer** has granted Consent, the **Legal Representative** will be appointed in the name of and on behalf of the **Insured Person** to act for the **Insured Person** in accordance with the terms of this **Section**.

In agreeing to the selection of a **Legal Representative** the **Insured Person** will comply with Claims Process Condition 4.

The **Insurer's** liability to provide Cover under this **Section** will cease immediately with no liability to indemnify the **Insured Person** in any respect unless in its absolute discretion the **Insurer** agrees to another **Legal Representative** being appointed to continue acting for the **Insured Person** under the terms of this **Section**, if:

- i due to any unreasonable conduct or failure to act by the **Insured Person**, the **Legal Representative** reasonably refuses to continue acting for the **Insured Person**, or
- ii the **Insured Person** unreasonably dismisses the **Legal Representative** without the Insurers agreement.

b. Disclosures to the Legal Representative

It is a condition precedent to the **Insurer's** liability to provide Cover under this **Section** that the **Insured Person** must give the **Legal Representative** all possible help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the **Insured Person's** possession. The **Insured Person** must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested.

c. Access to Information

The **Insurer** is entitled to receive from the **Legal Representative** any information, document or advice in connection with any **Claim**, even if privileged. On request the **Insured Person** will give to the **Legal Representative** any instructions necessary to secure the required access.

d. Obligations of the Insured Person and Legal Representative in relation to any Claim.

It is a condition precedent to the **Insurer's** liability to provide Cover under this **Section** that

- i the **Insured Person** and on their behalf the **Legal Representative** will immediately notify the **Insurer** in writing of any information as soon as it is received which may affect the **Insurer's** opinion on the **Reasonable Prospects of a Satisfactory Outcome** of the **Claim**.
- ii the **Insured Person** and on their behalf the **Legal Representative** will inform the **Insurer** in writing as soon as any offer to settle a claim is received or made or an offer of payment into Court is received. The **Insured Person** or the **Legal Representative** will under no circumstances enter into any agreement to settle without the **Insurer's** prior written consent. If, in the **Insurer's** opinion, the **Insured Person** unreasonably withholds agreement to settle, Cover under this **Section** will cease immediately. The **Insurer** agrees to indemnify the **Insured Person** in respect of **Legal Expenses** incurred up to the date when Cover ceased.
- iii the **Insured Person** and on their behalf the **Legal Representative** will report in writing the result of the **Claim** to the **Insurer** when it is finished.

e. Payment of Legal Representative's Bills

All bills relating to any **Claim** the **Insured Person** receives from the **Legal Representative** should be forwarded to the **Insurer** without delay. If the **Insurer** requires the **Insured Person** must ask the **Legal Representative** to submit the bill of costs for assessment by the appropriate Law Society or court.

The **Insured Person** is responsible for the payment of all **Legal Expenses**. The **Insurer** may settle these direct if requested by the **Insured Person** to do so.

The payment of some **Legal Expenses** does not imply that all **Legal Expenses** will be paid. The **Insured Person** must not, without the **Insurer's** written consent, enter into any agreement with the **Legal Representative** as to the basis of calculation of **Legal Expenses**.

f. Instruction of Counsel

If, during the course of any **Claim** (other than where Claims Process Condition 2 applies), the **Insured Person** or the **Legal Representative** considers it necessary and wishes to instruct counsel, counsel's name must first be submitted to the **Insurer** for Consent to the proposed instruction. Failure to do so will result in the **Insurer** not paying counsel's fees incurred prior to the **Insurer's** approval.

g. Conduct of the Claim

It is a condition precedent to the **Insurer's** continuing liability to provide Cover under this **Section** that the **Insured Person**:

- i does not withdraw from a **Claim** without the **Insurer's** agreement;
- ii co-operates fully with the **Legal Representative** or the **Insurer** in the conduct of the **Claim**;
- iii follows the advice of the **Legal Representative**.

If the **Insured Person** fails to comply with either i, ii or iii then the **Insurer's** liability to provide Cover under this **Section** will cease immediately and the **Insurer** will not be responsible for the payment of **Legal Expenses** and will be entitled to reimbursement of all **Legal Expenses** already paid or incurred.

h. Award of Costs

Where the **Insured Person** is awarded costs, it is a condition precedent to the **Insurer's** liability to provide Cover under this **Section** that **Insured Person** and the **Legal Representative** must take every reasonable step to recover **Legal Expenses** which would be or have been subject to payment under this **Section**. All such recoveries will be taken into account when calculating the **Insurer's** liability under this **Section**.

i. Alternative Dispute Resolution

When, in the **Insurer's** opinion, alternative dispute resolution would appear to provide a more effective method of resolving any **Claim**, the **Insurer** may request that the **Insured Person** agrees to submit such **Claim** to a professional dispute resolution service, to be selected by the **Insurer**.

In considering alternative dispute resolution the **Insured Person** will comply with Claims Process Condition 4 and will not therefore unreasonably withhold Consent.

Communications

All notices and communications from the **Insurer** or the **Insurer's** representatives to the **Insured Person** will be deemed to have been duly sent if sent to the **Insured Person's** last known address; or, in relation to any matters arising out of any **Claim**, if sent to the **Legal Representative**. All notices and communication from the **Insured Person** to the **Insurer** should be sent to:

Allianz Legal Protection
2530 The Quadrant
Aztec West
Almondsbury
Bristol
BS32 4AW
Phone: 0370 243 4340

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Personal Accident Section

Making a Claim

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

Claims Division Allianz Insurance plc
PO Box 10509
51 Saffron Road
Wigston
LE18 9PF

Tel: 0344 893 9500
Fax: 01483 790726
E mail: Casualty1@allianz.co.uk

Lines are open from 09:00 to 17:00 Monday to Friday.

Policyholder Helplines

These added value services are provided as automatic benefits under your **Policy** and are administered by Healix Medical Services Limited on behalf of **the Insurer**.

All services are accessed by **the Insured** or **Insured Person** contacting Healix Medical Services Limited on the telephone numbers provided alongside each service.

When the Personal Accident Section is shown as insured on the schedule, the Insured is entitled to the following service:

Medical Advice Line Tel +44(0) 1483 260757

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
- Dos and donts 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.

Definitions

Accidental Bodily Injury

Bodily injury and **Associated Illness** directly and solely caused by:

- a. a sudden unexpected identifiable physical injury or
- b. unavoidable exposure to the elements

which

- i. does not result from a series of events which occur or develop over time that cannot be wholly attributable to a single accident or
- ii. is not intentionally self-inflicted or
- iii. does not result from sickness, disease or psychological condition other than in respect of **Benefit 4** of the **Continental Scale**.

Additional Insured Persons

The **Insured Person(s)** who are included within **Personal Accident Extensions** numbered 1 to 4

Aircraft Accumulation Limit

The **Insurer's** maximum liability in the aggregate 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 total annual basic salary including overtime bonus or commission payments and **Directors** dividend payments as declared and upon which the premium is based. Overtime bonus or commission payments and **Directors** dividend payments shall be based on the average payments made during the twelve months immediately prior to the date of the **Accidental Bodily Injury**

Associated Illness

Sickness, disease or Post Traumatic Stress 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** 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 **Policy** as detailed on the **Schedule**.

Computer System

Any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

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 the aggregate under this and any other group personal accident and/or 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**.

Continental Scale

Compensation under **Benefit 2** of the **Schedule** is extended to include the following **Benefits** provided that the **Insured Person** has survived for at least one month from the date of the **Accidental Bodily Injury**.

1. Permanent loss by physical separation of:
 - a. one thumb:
 - i. both phalanges 30%
 - ii. one phalange 30%
 - b. one index finger
 - i. three phalanges 20%
 - ii. two phalanges 20%
 - 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 15%
 - e. one other toe
 - i. three phalanges 5%
 - ii. two phalanges 3%
 - iii. one phalange 2%
2. Permanent total loss of use of:
 - a. shoulder or elbow 25%
 - b. wrist, hip, knee or ankle 20%
 - c. total loss of use of the neck or cervical spine with no damage to the spinal cord 30%
 - d. total loss of use of the back or spine below the neck with no damage to the spinal cord 40%
 - e. of one lung or one kidney, the spleen or the liver 25%
 - f. taste 5%
 - g. smell 5%
3. Removal by surgical operation of lower jaw 30%
4. **Sickness** resulting in **Loss of Sight** or **Permanent Total Disablement** by paralysis 20%
5. Permanent facial scar
 - a. 1cm to 5cm long on the face 5%
 - b. over 5cm long on the face 10%

6. Loss of intellectual capacity

100%

The appropriate percentage shall be applied to the amount for **Benefit 2** shown in the **Schedule** or to the Limit per Person under **Benefit 2** whichever is the lesser.

For forms of permanent disablement not specified the degree of disability will be assessed by comparison with the percentages shown in the scale above without taking into account the **Insured Person's** occupation.

Where an amount is claimed in respect of the same **Insured Person** for more than one form of permanent disablement as the result of the same **Accidental Bodily Injury** the total of the percentages shall not exceed 100% of the amount for **Benefit 2**.

If a claim is payable for loss of use of a whole member of the body a claim for parts of that member cannot also be made.

Country of Residence

The country in which the **Insured Person** permanently resides or is the country from which the **Insured Person** is expected to reside for more than six (6) months.

Cyber Event

An unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System** or any data by any person or group(s) of persons.

Death

Death caused by **Accidental Bodily Injury**.

Declared Travel Pattern

The number of journeys, details of destinations and average duration of each journey as provided by the **Insured** to the **Insurer** before the inception of cover or the renewal of cover.

Deferment Period

The uninsured period that must pass before payment for **Temporary Total Disablement** or **Temporary Partial Disablement** begins.

Denial of Service

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service includes, but is not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Dental Injury

Damage to or loss of teeth gingival tissues alveoli or dental prostheses including implants bridges or crowns (whilst in situ within the mouth of the **Insured Person**) which is caused solely by a force external to the mouth of the **Insured Person**.

Dependant Adult

Any person other than a **Dependant Child** who is dependent on the **Insured Person** and where either the **Insured Person** or the dependant adult is in receipt of a carers or attendance allowance from the government of the **United Kingdom**.

Dependant Child

The unmarried children, stepchildren, foster children and legally adopted children who are either under eighteen (18) years of age or under twenty three (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.

Directors

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

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 the aggregate 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.

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 6 as shown under **Personal Accident Section** of the Table of **Sums Insured** in the **Schedule**.

Hemiplegia

The permanent and total paralysis of one side of the body.

Hijack

Unlawful seizure or unlawful control of an aircraft or other conveyance in which the **Insured Person** is travelling as a passenger.

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/Hospitalised

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

Insured Person

Any person described on the **Schedule** who is under the age of eighty (80) at the start of the **Period of Insurance** and is resident in the **United Kingdom** unless specifically stated otherwise on the **Schedule**.

Insured Trip

- a. Any **Business Trip** under six (6) months and any holiday which is purely ancillary to the **Business Trip** undertaken by an **Insured Person** and their accompanying **Spouse** and immediate family when approved by **the Insured** that forms part of the **Declared Travel Pattern**

or
- b. Any other journey under six (6) months duration undertaken by an **Insured Person** or guest or Contractor of **the Insured** and their accompanying **Spouse** and immediate family when approved by **the Insured** that forms part of the **Declared Travel Pattern**

or
- c. Any journey under thirty (30) calendar days duration undertaken by **Directors of the Insured** and their accompanying **Spouse**, immediate family and domestic staff

or
- d. Any journey undertaken by business colleague friend or family of an **Insured Person** travelling on compassionate grounds with the agreement and at the expense of **the Insurer**.

Kidnapped/Taken Hostage

The unlawful taking and holding captive of an **Insured Person**.

Loss/Losses

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 hearing loss greater than 90 decibels across frequencies between 500 Hz and 3,000 Hz as tested by a **Qualified Medical Practitioner**. The maximum amount payable for Loss of Hearing in one ear is 25% of the **Sum Insured** for **Benefit 2** or £5,000 whichever the greater.

Loss of Limb

In respect of

- a. an arm - physical severance or permanent loss of use of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)

or

- b. a leg - physical severance or permanent loss of use at or above the level of the ankle (talo-tibial joint).

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 **United Kingdom** government on the authority of a **Qualified Medical Practitioner**

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 Table of Sums Insured in the **Schedule**.

Maximum Benefit Period

The maximum period (not necessarily consecutive) for which **Temporary Total Disablement** or **Temporary Partial Disablement** are payable after the **Deferment Period** has expired

- i. as shown in the **Schedule** or
- ii. when the **Insured Persons** contract of employment with **the Insured** ends
whichever the earlier.

Non-Scheduled Air Accumulation Limit

The Insurer's maximum liability in the aggregate 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 Time

The time and circumstances when cover under this **Policy** is effective within the **Period of Insurance** shown in the **Schedule**.

Paraplegia

The permanent and total paralysis of the two lower limbs, bladder and rectum.

Period of Insurance

Applying to Personal Accident and Business Travel Sections

The period of insurance shown in the **Schedule** being the period during which this **Policy** remains valid subject to the **Operative Time**.

The Period of Insurance will end on the earliest date of the following for **the Insured**

- a. 11.59pm on the day immediately prior to the renewal date shown in the **Schedule**.
- b. when **the Insured** or **the Insurer** cancels this **Policy** under **Section Condition 3** or **4**.

The Period of Insurance will end on the earliest date of the following for an **Insured Person**

- a. 11.59pm on the day immediately prior to the renewal date shown in the **Schedule**.
- b. when **the Insured** or **the Insurer** cancels this **Policy** under **Section Condition 3** or **4**.
- c. the date the policy is cancelled.
- d. on the date an **Insured Person** notifies **the Insured** that they no longer wish to be included in this **Policy**.
- e. if the **Insured Person** is an **Employee** of **the Insured** on the date on which the **Insured Person** cease their employment with **the Insured**.
- f. at the end of the contract period for a person who is employed by **the Insured** on a contract of fixed duration unless otherwise agreed by **the Insured**.

whichever the sooner other than

- i. if the **Insured Person** is on an **Insured Trip** that continues beyond the expiry of the **Period of Insurance** for up to ninety (90) consecutive days from the end of the **Period of Insurance** or until the completion of the **Insured Trip** whichever is the sooner.
- ii. if the **Insured Person** is subject to a claim for **Hijack and Kidnap** then the **Period of Insurance** is extended for up to fifty two (52) weeks or until the **Insured Person** returns to their usual residence whichever is the sooner.

Permanent Partial Disablement

Loss of Sight, Loss of Hearing, Loss of Speech or Loss of Limb

Permanent Total Disablement

Any permanent disablement other than

- a. **Loss of Sight**
- b. **Loss of Hearing**
- c. **Loss of Limb**
- d. **Continental Scale**

which having lasted without interruption for at least twelve (12) months, has no reasonable prospect of improving, and in the opinion of an independent referee who is a **Qualified Medical Practitioner** and 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 employed by **the Insured**
- ii. business profession or occupation of each and every kind if the **Insured Person** is not employed by **the Insured**
- iii. business profession occupation or schooling of each and every kind if the **Insured Person** is under eighteen (18) years of age or under twenty three (23) years of age and in full time education

for the remainder of their life.

Personal Property

Clothing and other personal articles the property of the **Insured Person**.

Premises**Applying to Personal Accident and Business Travel Sections**

The interior portion of a building with a singular identifiable address in the **United Kingdom** or the **Insured Persons Country of Residence** owned or leased by **the Insured** in the conduct of the **Business**.

Quadriplegia

The permanent and total paralysis of the two upper limbs and the two lower limbs.

Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practice medicine ophthalmology or dentistry under the laws of the country in which they practice and who is not

- i. the **Insured Person** or
- ii. the **Spouse** of the **Insured Person** or
- iii. a member of the immediate family of the **Insured Person** or
- iv. an **Employee** of the **Insured**.

Scheduled Air Transport

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

Sickness

An identifiable illness, disease, medical complaint or medical condition which is not **Accidental Bodily Injury**.

Spouse

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

Temporary Partial Disablement

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

Temporary Total Disablement

Temporary 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.

Triplegia

The permanent and total paralysis of three limbs.

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**.

Visitor

Any individual visiting the **Premises** of **the Insured** in a business capacity with the knowledge and consent of **the Insured** excluding any Emergency Services personnel and third party contractors undertaking work on behalf of **the Insured**.

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** 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 salaried employees 1/52nd of the **Annual Salary**) normally paid (excluding bonus payments) by **the Insured** to the **Insured Person** as at the date of occurrence of the accident giving rise to **Accidental Bodily Injury** for their **Usual Occupation**.

Operative Times

Show the time and circumstances that cover applies to the Insured Person as selected by the Insured and shown in the Schedule

- **24 Hours**
At anytime.
- **Occupational including Commuting**
 - a. While an **Insured Person** is carrying out their occupational or voluntary duties for **the Insured** or travelling between:
 - i. an **Insured Person's** place of residence and place of work
 - ii. places of work at the expense of **the Insured**.
 - b. **Business Travel outside or within the United Kingdom**
 - c. **Away from premises**
 - d. **Assault**
 - e. **Motor Vehicle Travel**
- **Occupational**
 - a. While an **Insured Person** is carrying out their occupational or voluntary duties for **the Insured** or while travelling between places of work at the expense of **the Insured**.
 - b. **Business Travel outside or within the United Kingdom**
 - c. **Away from premises**
 - d. **Assault**
 - e. **Motor Vehicle Travel**
- **Away from premises**
While an **Insured Person** is:
 - a. carrying out their occupational or voluntary duties for **the Insured** and is not on **the Insured's** Premises
 - b. travelling between places of work where the travel is at the expense of **the Insured**.
- **Assault**
At any time where **Accidental Bodily Injury** is the direct result of an unprovoked physical assault by another person.
- **Motor Vehicle Travel**
Whilst getting in and out of, travelling in, loading or unloading, carrying out emergency road-side repairs to, and refueling of, any vehicle used for the **Business** of **the Insured**.

- **Business Travel outside or within the United Kingdom**

While on an **Insured Trip** or Corporate Event at the expense of the **Insured**

a. outside the **United Kingdom** or **Country of Residence**: or

b. in the **United Kingdom** or **Country of Residence** involving

- i. an overnight stay away from the **Insured Person's** residence or
- ii. a flight in an aircraft or
- iii. involves either a journey by road rail or sea

excluding commuting between the **Insured Person's** residence or work place

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.

- **Business Travel outside the United Kingdom**

While on an **Insured Trip** outside the **United Kingdom** or **Country of Residence**.

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.

Cover

The Insurer will pay the Insured the Sums Insured shown in the Schedule if any Insured Person suffers **Accidental Bodily Injury** during the **Period of Insurance** and **Operative Time** which, within twelve (12) months solely, directly and independently of any other cause results in the:

1. **Death**
2. **Loss of Sight** in one eye or **Loss of one Limb** or **Loss of Hearing** in one ear or **Loss of Speech**
3. **Loss of Sight** in both eyes or **Loss of two or more Limbs** or **Loss of Hearing** in both ears
4. **Permanent Total Disablement**
5. **Temporary Total Disablement**
6. **Temporary Partial Disablement**

of that Insured Person.

Extensions

Additional Insured Persons

The following **Additional Insured Persons** are included provided they are not insured elsewhere under this **Policy**

The maximum amount payable for **Additional Insured Persons** is £300,000 in respect of any one **Loss**.

1. **Visitors to the Insured Premises**

If within the **Period of Insurance** a **Visitor** or student on a work experience placement on **the Insureds Premises** suffers **Accidental Bodily Injury** which, within twelve (12) months thereof solely, directly and independently of any other cause results in **Death, Permanent Partial Disablement** or **Permanent Total Disablement** the Insurer will pay at the request of **the Insured** a sum to each such individual or their legal representatives.

Death	£30,000
Permanent Partial Disablement	£30,000
Permanent Total Disablement	£30,000

2. **Spouse and Children**

Provided that an **Insured Person** is

- a) a **Director** or **Employee** of **the Insured** and
- b) is Insured with an **Operative Time** of **Occupational, Occupational including Commuting** or **24 Hour**

then if within the **Period of Insurance** their **Spouse** or **Dependant Child** sustains **Accidental Bodily Injury** which, within twelve (12) months solely, directly and independently of any other cause results in **Permanent Partial Disablement, Permanent Total Disablement** or **Quadriplegia** the Insurer will pay at the request of **the Insured** a sum to each such individual or their legal representatives.

Permanent Partial Disability	£30,000
Permanent Total Disability	£30,000
Quadriplegia	£100,000

3. **Guests or Contractors of the Insured**

If within an **Insured Trip** a guest or contractor of **the Insured** sustains **Accidental Bodily Injury** which, within twelve (12) months solely, directly and independently of any other cause results in **Death, Permanent Partial Disablement** or **Permanent Total Disablement** **the Insurer** will pay at the request of **the Insured** a sum to each such individual or their legal representatives.

Death	£30,000
Permanent Partial Disablement	£30,000
Permanent Total Disablement	£30,000

4. **Members of the public rendering assistance**

If within the **Period of Insurance** an individual who is not a member of the emergency services whilst trying to save the life of an **Insured Person** sustains **Accidental Bodily Injury** which, within twelve (12) months solely, directly and independently of any other cause results **Death, Permanent Partial Disablement** or **Permanent Total Disablement** **the Insurer** will pay at the request of **the Insured** a sum to each such individual or their legal representatives

Death	£30,000
Permanent Partial Disablement	£30,000
Permanent Total Disablement	£30,000

Assault Injury Enhanced Benefit

If an **Insured Person** sustains **Accidental Bodily Injury** as a direct result of a unprovoked physical assault whilst they are acting in connection with the **Business of the Insured** which causes **Death, Permanent Partial Disablement** or **Permanent Total 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**.

Bereavement Counselling

If within the **Operative Time** an **Insured Person** or **Additional Insured Person** sustains **Accidental Bodily Injury** resulting in **Death** **the Insurer** shall indemnify **the Insured** for fees charged by a bereavement counsellor registered with the British Association for Counselling and Psychotherapy or equivalent body in the **Insured Person's Country of Residence** for up to five one hour sessions of bereavement counselling for the **Spouse** and/or **Dependant Adult** and/or **Dependant Child(ren)** of the **Insured Person** where such counselling is on the medical advice of a **Qualified Medical Practitioner**.

The maximum amount payable for such sums for any one **Insured Person** £2,000.

Catastrophe

If during the **Operative Time** any single **Loss** results in payment of the **Death Benefit** for five or more **Directors** or **Employees** of **the Insured** who are all covered by this **Policy** **the Insurer** will increase their **Sum Insured** by 25% subject to the **Accumulation Limits** shown on the **Schedule**.

Childcare Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Permanent Partial Disablement** or **Permanent Total Disablement** **the Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** for reasonable expenses necessarily incurred for the services of a registered childcare provider but only in respect of additional costs that would not otherwise have been incurred up to a maximum period of one hundred and four (104) weeks.

The maximum amount payable for such sums for any one **Insured Person** £5,000.

Crisis Management

If within the **Period of Insurance** an **Insured Person** or **Additional Insured Person** sustains **Accidental Bodily Injury** resulting in **Death Permanent Partial Disablement** or **Permanent Total Disablement** the **Insurer** shall indemnify **the Insured** costs incurred for

- i. Fees of a Public Relations consultant approved by **the Insurer**
- ii. the cost of releasing information to the media via the most appropriate route, including but not limited to radio, television, newspaper and Internet.

Provided that

- a. **the Insured** is subject to negative publicity in the local or national media and
- b. **the Insured** agree to contribute 20% of i. and ii. and
- c. costs must be incurred within thirty (30) calendar days of **Accidental Bodily Injury**.

The maximum amount payable for the **Period of Insurance** is £50,000

Dental Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Dental Injury** the **Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** up to £2,500 for reasonable expenses necessarily incurred on the advice of a **Qualified Medical Practitioner**.

Dependant Adult and Child Benefit

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** 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 **Dependant Adult**
- b. £7,500 for each **Dependant Child**

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

Domestic Assistance Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Permanent Partial Disablement** or **Permanent Total Disablement** the **Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** up to £100 per week for reasonable expenses necessarily incurred in employing a bona fide domestic services company for domestic assistance provided to the **Insured Person** at their residence.

The maximum amount payable is £10,400 in respect of any one **Insured Person**.

Enhanced Permanent Total Disablement Benefit

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Paraplegia** or **Quadriplegia** or **Hemiplegia** or **Triplegia** 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
Quadriplegia	£125,000
Hemiplegia	£50,000
Triplegia	£85,000

First Aid Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** the **Insurer** will pay for expenses necessarily incurred by the **Insured Person** for immediate and urgent treatment incurred in the **Insured Person's Country of Residence** up to a maximum of:

- i. £25,000 in respect of any one **Insured Person**
- ii. £1,000 to replace a workplace defibrillator or its consumables

Fracture benefit

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in a break to the full thickness of a bone that does not result in a claim payment under any other **Benefit** the **Insurer** will pay for fracture of the:

- i. hip or pelvis (excluding coccyx or thigh)
- ii. femur or heel
- iii. skull (excluding jaw and nose), lower leg, collar bone, ankle, elbow, upper or lower arm (including the wrist but not a Colles fracture)
- iv. spine (vertebrae but excluding coccyx)

£1,000

Up to a maximum payment of £5,000 for all fractures.

£750

The Insurer will pay this extension only once during the lifetime of the policy if the **Insured Person** is diagnosed with osteoporosis prior to or as a result of the **Accidental Bodily Injury** that results in a claim under this policy.

Funeral Expenses and Urgent Estate Expenses

If within the **Operative Time** an **Insured Person** or **Additional Insured Person** sustains **Accidental Bodily Injury** resulting in payment of the **Death Benefit** of that **Insured Person**, the **Insurer** will in addition pay to their legal representatives

- 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.

- b. reasonable expenses necessarily incurred as a direct consequence of the **Death** of the **Insured Person** which require immediate payment by the executor to the estate of the **Insured Person** whilst the administration of the estate is being arranged.

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

Hospitalisation Benefits

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** results in **Hospitalisation** in the **Insured Person's Country of Residence** on the recommendation of a **Qualified Medical Practitioner** the **Insurer** will pay the **Insured** the following amounts:

- a. **In-Patient Benefit**

£75 for each continuous twenty four (24) hour period that the **Insured Person** spends in **Hospital** as an in-patient.

- b. **Coma Benefit**

if the **Insured Person** is in a Coma an additional sum of £75 for each full day of the Coma.

The maximum amount payable for **In-Patient Benefit** and **Coma Benefit** is £54,600 in respect of any one **Insured Person**.

c. **Convalescence Benefit**

£75 for each continuous twenty four (24) hour period of convalescence immediately following **Hospitalisation** during which the **Insured Person** is confined to their home or a registered nursing home on the recommendation a **Qualified Medical Practitioner**.

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

Independent Financial Advice

If within the **Operative Time** an **Insured Person** or **Additional Insured Person** sustains **Accidental Bodily Injury** resulting in **Death** or **Permanent Partial Disablement** or **Permanent Total Disablement** the **Insurer** shall indemnify **the Insured** up to £2,500 for the benefit of the **Insured Person** for fees charged by an Independent Financial Adviser authorised and regulated by the Financial Conduct Authority or equivalent regulatory authority in the **Insured Person's Country of Residence** to provide the **Insured Person** with two sessions of professional financial advice.

Modification Expenses Benefit

If within the **Operative Time** an **Insured Person** suffers **Accidental Bodily Injury** resulting in the **Benefit** for **Permanent Partial Disablement** or **Permanent Total Disablement** being paid, the **Insurer** will in addition pay the necessary costs incurred with **the Insurer's** prior written consent of alterations that need to be made to

- i. adapt the usual residence,
- ii. usual vehicle for **Loss of Limb** only or
- iii. usual place of employment of the **Insured Person** to cater for their medical needs.

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

Optical Expenses

If within the **Operative Time** an **Insured Person** or **Additional Insured Person** suffers **Accidental Bodily Injury** resulting in the need for immediate and urgent eye treatment required to prevent long term damage, **the Insurer** will pay up to £500 towards the costs of treatment.

Personal Property

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in damage to or loss of any **Personal Property** that is not insured elsewhere **the Insurer** will pay to the **Insured Person** the cost of replacement of or reasonable costs of repair to the **Personal Property**.

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

Recruitment Expenses

If within the **Operative Time** an **Insured Person**

- a. sustains **Accidental Bodily Injury** resulting in **Death** or **Permanent Total Disablement** or
- b. the **Insured Person** commits suicide

the Insurer shall indemnify **the Insured** for reasonable expenses necessarily incurred in employing a registered recruitment company to recruit a permanent **Employee** as a direct replacement for the **Insured Person**.

The maximum amount payable for such sums for any one **Insured Person** £5,000.

Rehabilitation Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** that the **Insurer** agrees is likely to result in **Permanent Partial Disablement, Permanent Total Disablement Benefit, Temporary Total Disablement** or **Temporary Partial Disablement** becoming payable the **Insurer** will pay for rehabilitation and necessary travel costs to facilitate the **Insured Person's** return to employment or adjustment to their permanent disability provided that the:

- i. **Insured Person** was not over sixty five (65) years of age when **Accidental Bodily Injury** occurred
- ii. **Insured Person** was an **Employee of the Insured**
- iii. **The Insurer's** prior written approval of any rehabilitation or transport costs is obtained
- iv. the **Insured Persons** rehabilitation plan is under the supervision of **the Insurer**

The amounts payable in respect of any one **Insured Person** are

- a. up to £2,000 for Physiotherapy
- b. up to £100 per week for reasonable expenses necessarily incurred for the services of a taxi or other additional travel costs to convey the **Insured Person** from their usual place of employment or residence to **Hospital**.

The maximum amount payable for such sums for any one **Insured Person** is £3,000.

- c. up to £100 per day for reasonable expenses necessarily incurred for the services of a taxi or other additional travel costs organised by **the Insured** if the **Insured Person** is unable to commute to their usual place of employment using the method of transport they normally used prior to the **Accidental Bodily Injury**

This benefit shall cease

- i. when the **Insured Person** becomes capable of resuming the use of their usual mode of transport or
- ii. when the **Insured Person** ceases to be entitled to **Temporary Partial Disablement** or
- iii. fifty two (52) weeks after the date of the **Accidental Bodily Injury**

whichever is the earlier. The maximum amount payable for such sums for any one **Insured Person** is £10,000.

- d. up to 50% of the **Sum Insured** paid for **Temporary Total Disablement** or £250 per week whichever the lesser amount up to a maximum of fifty two(52) weeks for other rehabilitation costs planned for returning the **Insured Person** to employment with **the Insured**.

or

up to the **Sum Insured** paid for **Permanent Partial Disablement** or **Permanent Total Disablement** or £25,000 whichever the lesser amount up to a maximum of fifty two(52) weeks for other rehabilitation costs planned for returning the **Insured Person** to employment.

- e. up to 10% of the **Loss of Limb(s) Benefit** paid or £75,000 whichever the lesser for the costs of prosthesis including any consultation costs.
- f. up to 20% of the **Loss of Limb(s)** or **Loss of Sight Benefit** paid or £30,000 whichever the lesser for costs and associated expenditure of Specialist Equipment for the purpose of participation in a sport that forms part of the **Insured Persons** rehabilitation plan is under the supervision of **the Insurer**.

Relocation Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Permanent Partial Disablement** or **Permanent Total Disablement** the **Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** for stamp duty payments solicitor and estate agent fees and removal costs necessarily incurred with **the Insurer's** prior written consent as a direct consequence of the **Insured Person** having to move from their permanent residence to an alternative place of residence suitable for their medical needs.

The maximum amount payable for such sums for any one **Insured Person** £25,000.

Retraining Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Permanent Total Disablement** the **Insurer** will pay for retraining costs to facilitate the **Insured Person's** return to gainful employment provided that the:

- i. **Insured Person** was not over sixty five(65) years of age when **Accidental Bodily Injury** leading to **Permanent Total Disablement** occurred
- ii. **Insured Person** was an **Employee of the Insured**
- iii. **The Insurer's** prior written approval of any retraining costs is obtained.

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

Retraining Expenses for Spouse of Insured Person

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Permanent Total Disablement** the **Insurer** shall indemnify the **Insured** for the benefit of the **Insured Person** for reasonable expenses necessarily incurred by the **Spouse** of the **Insured Person** in training for an occupation or retraining for an alternative occupation up to a maximum period of twenty six (26) weeks.

The maximum amount payable for such sums for any one **Insured Person** £15,000.

Return to Residence from Hospital Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in the **Insured Person** being physically incapacitated and unable to return to their residence for a period in excess of forty eight (48) hours the **Insurer** shall indemnify the **Insured** up to £500 for the benefit of the **Insured Person** for any reasonable additional costs necessarily incurred in returning the **Insured Person** and their **Personal Property** to their residence.

Simultaneous Death of the Insured Person and Spouse

If within the **Period of Insurance** both an **Insured Person** their **Spouse** sustain **Accidental Bodily Injury** resulting in **Death** in the same event and they leave bereaved a **Dependant Adult** or **Dependant Child** then the **Insurer** will double the **Benefit** payable for **Death** of the **Insured Person** or their **Spouse** whichever is the largest amount.

Temporary Replacement Staff Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Death**, **Permanent Partial Disablement** or **Permanent Total Disablement** the **Insurer** shall indemnify the **Insured** for reasonable costs necessarily incurred in employing a temporary **Employee** recruited through a registered recruitment company to directly replace the **Insured Person** up to £500 per week for a maximum period of twenty six (26) weeks.

The maximum amount payable for such sums for any one **Insured Person** is £5,000.

Total Blindness

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in total **Loss of Sight** in both eyes the **Insurer** shall pay a benefit to the **Insured** for the benefit of the **Insured Person** £50,000. The **Sum Insured** for **Total Blindness** is payable in addition to the **Loss of Sight Sum Insured** stated in the **Schedule**.

Training Interruption Benefit

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** that prevents them from attending training or examinations that are required for their employment by the **Insured** the **Insurer** shall indemnify the **Insured** for

- i. costs incurred to resit the training or examinations for the **Insured Person** up to £1,000
- ii. the difference between pre and post qualification **Weekly Wage** as demonstrated by the **Insured's** published pay structure up to £100 per week a maximum period of twenty six (26) weeks.

The maximum amount payable for such sums for any one **Insured Person** is £5,000.

Trauma Counselling

If within the **Operative Time** an **Insured Person** or **Additional Insured Persons**

- a. is a victim of an unprovoked malicious assault by another person that has been reported to the police or
- b. directly witnesses an act of **Terrorism** and are interviewed by the police as a witness or
- c. directly witnesses the **Death** or **Permanent Partial Disablement** or **Permanent Total Disablement** of
 - i. their parent or
 - ii. **Spouse** or
 - iii. Child or
 - iv. **Dependant Child** or
 - v. **Dependant Adult** or
 - vi. colleague at the premises of **the Insured**
- d. sustains **Accidental Bodily Injury** which resulting in **Permanent Partial Disablement** or **Permanent Total Disablement**

and are diagnosed by a **Qualified Medical Practitioner** as suffering from Post Traumatic Stress Disorder within 90 days of the above mentioned incidents **the Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** fees charged by a trauma counsellor registered with the British Association for Counselling and Psychotherapy or equivalent body in the **Insured Person's Country of Residence** for up to five one hour sessions of counselling for the **Insured Person**.

The maximum amount payable for such sums for any one **Insured Person** is £2,500.

Travel to Hospital Expenses for family

If an **Insured Person** is receiving the **Hospitalisation Benefits** **the Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** for reasonable expenses necessarily incurred for the services of a chauffeur or taxi or other additional travel costs to convey a **Spouse**, Child, **Dependant Child** or **Dependant Adult** or parent of the **Insured Person** from their residence to the **Hospital** where the **Insured Person** is an In-Patient up to £100 per week a maximum period of 52 weeks.

The maximum amount payable for such sums for any one **Insured Person** £3,000.

Section Conditions

In addition to the General Conditions this Part of the Policy provides details of Conditions that apply to this section.

1. 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** within ninety (90) calendar days of any loss damage or occurrence which may result in a claim under this **Policy**
- 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** requires **the Insurer** to consider a claim under this **Policy** for which **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 **Qualified 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 its expense
- f. for **the Insured** to claim for **Weekly Benefits** under this **Policy** the **Insured Person** must have no other weekly benefits insurance in force except as declared to and accepted by **the Insurer** during the **Period of Insurance**.

2. Misrepresentation of facts relevant to an Insured Person

If any claim is made under the **Policy**, **the Insurer** will not invoke the remedies which might otherwise have been available to it under Policy 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 Policy 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.

3. The Insurer's right to cancel this policy

Other than where Policy Condition 5 Fraud applies **the Insurer** may cancel this **Policy** by giving **the Insured** thirty (30) calendar 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, 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) calendar days' notice in writing to **the Insured** sent to their last known address.

The Insured Persons and **the Insured** may not cancel this **Policy**.

4. Cancellation - War Risks

The Insurer may cancel cover under this **Policy** in respect of **War** risks at any time and at its discretion by sending fourteen (14) 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 **Business Trip** or **Insured Trip** outside of the **United Kingdom** or the **Insured Person's Country of Residence** which commenced prior to the effective date of the notice of cancellation. **The Insured** will notify all **Insured Persons** of such cancellation.

5. Fraudulent Claims

If any fraud to which Policy Condition 5 relates is perpetrated by or on behalf of an **Insured Person** (and not on behalf of **the Insured**), **Policy** 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.

6. Payment of Premium

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

If **the Insurer** agrees to accept payment of premiums by instalments and payment of any instalment is not made on a due date for whatever reason the full outstanding balance shall become payable immediately.

7. 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**.

8. Benefit Limits

- a. If the **Insured Person** is included in more than one **Category, Section** or **Clause** of this **Policy** **the Insurer** will only pay the larger **Benefit** or **Extension** respect of the same **Loss**.
- b. **Dental Expenses** shall be limited to £250 unless recommended safety equipment for protection against **Dental Injury** was being worn by the **Insured Person** whilst participating in any sport or activity for which the wearing of such safety equipment is reasonably required.
- c. **The Insurer** will not pay more than the **Maximum Benefit** for **Benefits** 1 to 6 or any other **Sum Insured** as shown in the **Schedule** for any one **Insured Person**.
- d. 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 £25,000 or the **Benefit** stated in the **Schedule** whichever is the lower.
- e.
 - i. If payment is made to **the Insured** 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**.
 - ii. If **the Insured** requests payment to be made to the **Insured Person** the maximum **Weekly Benefit** payable for
 - **Temporary Total Disablement** will not exceed 75%
 - **Temporary Partial Disablement** will not exceed 30% of the **Insured Person's** normal **Weekly Wage**.

It is the duty of **the Insured** to inform **the Insurer** if any claim payment exceeds these limits. **The Insurer** shall be entitled to seek recovery of any overpayment or adjust future payment of any Personal Accident benefit or extensions until these limits are not exceeded.

- f. **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**.
- g. The **Schedule** shows the **Weekly Benefit** payable to **the Insured** for each complete working week of **Temporary Total Disablement** or **Temporary Partial Disablement**.

Payment for any incomplete working week will be calculated as a proportion of the **Weekly Benefit** shown in the **Schedule** 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.

- h. **The Insurer** will not pay more than one of the **Benefits** 1 to 4 shown in the Table of Sums Insured in respect of any one **Insured Person** for injuries arising from the same **Loss**.
- i. **The Insurer** will not pay **Temporary Total Disablement** and **Temporary Partial Disablement** concurrently for the same **Loss**.
- j. If **the Insurer** has offered a rehabilitation service and the **Insured Person** does not comply with the medical treatment or advice provided **the Insurer** may reduce proportionately the amount paid or payable on any claim.
- k. If the **Insured Person** sustains **Accidental Bodily Injury** as a result of flying as a pilot
 - i. the **Maximum Benefit** payable in respect of **Death** or **Capital Sum Benefit** is the **Sum Insured** shown on the **Schedule** or £10,000 whichever the less and
 - ii. **Temporary Total Disablement** and **Temporary Partial Disablement** and all Personal Accident Extensions other than **Funeral Expenses** and **Urgent Estate Expenses** are excluded
- l. If the **Insured Person** is not an **Employee** of the **Insured Temporary Total Disablement** and **Temporary Partial Disablement** are not payable unless otherwise stated by a **Clause**.
- m. **Temporary Partial Disablement Sum Insured** shall not exceed 50% of **Temporary Total Disablement Sum Insured**
- n. If the period of disablement is not consecutive a new **Deferment Period** does not apply.

9. **Accumulation Limits**

The Insurer's maximum liability for all accepted claims in total in respect of all **Insured Persons** involved in the same **Loss** shall not exceed the

- a. **Aircraft Accumulation Limit,**
- b. **Event Accumulation Limit,**
- c. **Non-scheduled Air Accumulation Limit,**
- d. **Contamination by Terrorism Accumulation Limit**

as applicable.

Where the total of all individual claims exceeds the limit applicable the individual claims shall be reduced proportionately until the total of all individual claims does not exceed the limit applicable in the **Schedule**.

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** resulting in their **Death**, the disappearance of such **Insured Person** shall be deemed to constitute **Death** by accident for the purposes of this **Policy**.

In the event of the **Insured Person's** re-appearance after payment of the **Death Benefit** the beneficiary thereof will repay such compensation to **the Insurer**.

Exclusions

This Section does not cover:

Liability to pay any claim or provide any cover under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit hereunder would expose **the Insurer** or members of the Allianz Group to:

- A. any sanction, prohibition or restriction under United Nations resolutions; or
- B. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
- C. any other applicable economic or trade sanctions law or regulations.

Sanctions programs are subject to change and prohibitions or restrictions could take effect post-inception of this **Policy**.

Sanctions seek to prevent particular governments, non-state entities or individuals from purchasing arms, accessing financial support or services, or trading in specified goods or services, and are backed by criminal and civil penalties. Sanctions can include asset freezes, arms and trade embargoes, travel bans and other.

or

1. Any claim for any **Section** of this **Policy** arising out of or consequent upon or contributed to directly or indirectly by:
 - a. any **Insured Person** taking part or whilst engaged in civil commotions or riots of any kind.
 - b. the **Insured Person**
 - i. 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
 - ii. serving in the Armed Forces of any Nation or International Authority
 - iii. participating in any sport as a professional
 - c. **War** (whether declared or not):
 - i. 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
 - ii. 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.
2. Any claim in excess of:
 - a. **Aircraft Accumulation Limit**
 - b. **Non-scheduled Air Accumulation Limit**
 - c. **Event Accumulation Limit**
 - d. **Contamination by Terrorism Accumulation Limit**
 - e. £25 millionwhichever shall be the lower.
3. Any claim in any way caused or contributed to by a **Cyber Event** or **Denial of Service**.

Write-back

Where coverage is provided, this exclusion does not apply to
Accidental Bodily Injury
Sickness