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.

Introduction (continued)

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



Nadia Côté
Commercial Managing Director UK

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

General Exclusions (continued)

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

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

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

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

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

In any action suit or other proceedings where **the Insurer** alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered 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**.

General Exclusions (continued)

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.

5 Contagious and Infectious Disease
(Not applicable to Employers Liability, Public / Products Liability, Directors and Officers, Personal Accident, Business Travel, Computer, Engineering Machinery Damage, Engineering – Business Interruption, Legal Expenses and Terrorism **Sections**)

Loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

a a **Contagious or Infectious Disease**;
b the fear or threat (whether actual or perceived) of a **Contagious or Infectious Disease**;
c the presence or suspected presence of **Pathogens** at, in or on the premises or property of any person or entity; or
d any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence , outbreak, spread or effects of a **Contagious or Infectious Disease** or any **Pathogens**,

irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this exclusion will not apply to **Physical Damage** to property insured under the **Policy** and any business interruption directly resulting from such **Physical Damage**, where such **Physical Damage** itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal or theft.

For the purposes of this exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties. Cost or expense includes, but is not limited to any cost to:

i clean-up, detoxify, decontaminate, or remove **Pathogens** from any property where the property is or is feared to have been affected by **Pathogens** or a **Contagious or Infectious Disease**;
ii monitor or test for **Pathogens** or a **Contagious or Infectious Disease**; or
iii provide medical treatment for persons affected by a **Contagious or Infectious Disease**

Physical Damage means physical loss, damage or destruction. For the avoidance of any doubt, the presence of any **Pathogen** on property or contamination of property by any **Pathogen** does not constitute **Physical Damage;**

General Exclusions (continued)

Malicious persons do not include persons who maliciously, deliberately or recklessly:

i cause **Pathogens** to come into contact with the premises or property of any person or entity; or
ii cause or attempt to cause another person or persons to contract a **Contagious or Infectious Disease** and, in or by so doing, cause **Pathogens** to come into contact with the premises or property of any person or entity.

Contagious or Infectious Disease means

Any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any **Pathogen**, where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).

Pathogen means

Any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a **Contagious or Infectious Disease**.

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.

General Conditions (continued)

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.

General Conditions (continued)

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)

General Conditions (continued)

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: acccsm@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: 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.

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 fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

Privacy Notice Summary

Please find below a summary of our Privacy Notice.
The full notice can be found on the Allianz UK website:
allianz.co.uk/privacy-notice.html.

If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within Allianz Holdings.

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.

If you wish to exercise any of your data protection rights you can do so by contacting our Data Rights team:

Telephone: **0208 231 3992**
Email: datarights@allianz.co.uk
Address: Allianz,
57 Ladymead, Guildford,
Surrey, GU1 1DB

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

Telephone: **0330 102 1837**
Email: dataprotectionofficer@allianz.co.uk
Address: Data Protection Officer, Allianz,
57 Ladymead, Guildford,
Surrey, GU1 1DB

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 Employers' Liability Insurance: Disclosure by Insurers Instrument 2011.

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 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

Telephone: **0344 412 9988**

For Liability, Personal Accident and non medial Business Travel claims

Telephone: **0344 893 9500**

For Engineering claims

Telephone: **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

Telephone: **0345 604 9824**

For Medical Emergency whilst overseas

Telephone: **+44(0) 208 603 9514**

For Cyber claims (handled in London by Allianz Global Corporate & Specialty)

Telephone: **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:

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

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 to complete and sign. This must be returned, together with a copy of **the Insured's Policy Schedule**.

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
Allianz-ALP
PO Box 10623
Wigston
LE18 9HJ

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

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

As part of the Commercial Legal Expenses cover, **the Insured** has access to extensive online legal support via Allianz Legal Online.

This facility provides tools and services to help **the Insured** prepare a range of legal documents in connection with their business, such as employment contracts, HR policies, privacy policies and chasing debtors. In addition, this service provides **the Insured** with up-to-date online guidance on many legal issues, including business start-up, health & safety, intellectual property and debt recovery.

Furthermore, documents created using the facility can be sent via the system to a specialist legal team for review. A member of the team will respond via email or phone within three working days, answering any questions and providing amendments necessary to ensure the document meets **the Insured's** particular requirements (subject to a maximum of one hour's work per document).

The legal documents and guidance provided are always in accordance with the laws of England, Scotland, Wales and Northern Ireland.

The Insured can access Allianz Legal Online at: allianzlegal.co.uk

A registration code is required to enter the website and this is shown on the policy schedule. If the Insured has any problems relating to Allianz Legal Online please contact the Allianz Legal Online customer services team on **0345 644 8966** (lines open 9am - 5.30pm Monday to Friday excluding bank holidays) or email them at support@allianzlegal.co.uk

Allianz Legal Online is provided by Epoq Legal Ltd of
Unit 2, Imperial Place,
Maxwell Road,
Borehamwood,
WD6 1JN.

24 Hour Glass Replacement

Broken glass is dangerous and in some circumstances can be a major security risk. Allianz Insurance plc have negotiated a special arrangement for you with one of Britain's leading glass replacement specialists. In an event of emergency or if your property is insecure please phone our Claims Team on **0344 412 9988**.

Allianz Insurance plc. Registered in England number 84638
Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.
Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Financial Services Register number 121849.

Specified All Risks Section

Definitions

Damage/Damaged
Accidental loss or destruction of or damage to **Property Insured**.

Premises
The buildings at the address or addresses shown in the **Schedule**, including their grounds, all within the boundaries for which **the Insured** are responsible and being, unless more specifically described in the **Schedule**, occupied by **the Insured** for the purpose of the **Business**.

Property/Property Insured
Property described in the **Schedule**.

Territorial Limits

a The **Premises**
b Anywhere within the **United Kingdom**
c Anywhere within countries of the European Union
d Anywhere in the world.

Unattended
Any vehicle with no person in charge or where neither **the Insured** nor any employee are in a position to keep the vehicle or property under observation and able to observe or prevent any attempt by any person to interfere with the vehicle or property.

Specified All Risks Section (continued)

Cover

The Insurer will pay **the Insured** for **Damage** to **Property Insured** described in the **Schedule**, whilst within the **Territorial Limits** specified in the **Schedule**.

Exclusions

1 **Damage** caused by or arising from

- **a** wear and tear, inherent defect
- **b** rot, mildew, rust, corrosion, frost, pollution or contamination
- **c** insects, woodworm, vermin
- **d** dyeing, cleaning, repair, renovation
- **e** electronic, electrical or mechanical breakdown, failure or derangement
- **f** faulty manipulation, design, plan, specification or materials
- **g** gradual deterioration, market depreciation
- **h** consequential loss or damage of any kind or description

2 **Damage** to **Property Insured** caused by its undergoing any process involving the application of heat

3 **Damage** suffered by the Insured as a result of being deceived into knowingly parting with Property

4 **Damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

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

- **a** correctly to recognise any date as its true calendar date
- **b** to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- **c** to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date

6 **Damage** not occurring within the **Territorial Limits** specified in the **Schedule**

7 after the application of all other terms and conditions of this **Section** and the **Policy** including any Underinsurance (Average) Basis of Settlement Adjustment, and in respect of each seperate **Premises**, the amount of the **Excess** specified in the **Schedule**.

Specified All Risks Section (continued)

Basis of Settlement

The Insurer will pay **the Insured** the value of the **Property Insured** at the time of its loss or destruction, or the amount of the **Damage**, or at **the Insurer's** option will reinstate or replace such **Property** or any part of such **Property**.

The most **The Insurer** will pay for any one claim is

A the **Total Sum Insured**, or for each item its individual **Sum Insured**, at the time of **Damage**
B the amount of the **Sum Insured** remaining after deduction for any other **Damage** occurring during the same **Period of Insurance**, unless **the Insurer** agrees to reinstate any such **Sum Insured**.

Following Damage as insured by this Section the Sums Insured or limits of liability shall not be reduced by the amount of any claim provided that

a **the Insurer** does not give written notice to the contrary within 30 days of the notification of any **Damage**
b **the Insured** pays the appropriate additional premium on the amount of the claim from the date of the **Damage** to the expiry of the **Period of Insurance**
c **the Insured** agrees to comply with any security recommendations or other measures **the Insurer** may require to reduce the risk of **Damage**.

Basis of Settlement Adjustments

In calculating the most **the Insurer** will pay for any one claim, adjustments shall be made in accordance with the following clauses.

1 **Average (Underinsurance)**
Sums Insured are declared to be separately subject to Average. This means if at the time of **Damage** the **Sum Insured** for any item is less than the value of the item covered by such **Sum Insured**, the amount payable by **the Insurer** will be proportionately reduced.

2 **Contribution and Average**
If at the time of **Damage** any other insurance has been effected by or on behalf of the Insured covering any of the **Property Damaged**, **the Insurer's** liability under this **Section** shall be limited to the Insurer's rateable proportion of such **Damage**

3 **Data Processing and Ancillary Equipment**
Cover includes **Damage** to data processing and ancillary equipment caused by dryness or dampness of atmosphere, extremes of temperature, corrosion or rust, if directly resulting from **Damage** to any air conditioning facilities.

4 **General Interests**
The Insurer agrees to automatically note the interest of any other party if requested by **the Insured** in any of the **Property Insured** and which attached before the happening of any Damage but only to the extent that such interest is not otherwise insured and subject to their identity being disclosed in writing to **the Insurer** by **the Insured** in the event of **Damage**.

Section Conditions

1 **Precautions**
It is a condition precedent to the liability of **the Insurer** that **the Insured** must

a keep the **Premises** secure and in a good state of repair
b ensure that all trade and/or domestic refuse is removed from
  i the **Buildings** at the end of each working day
  ii the **Premises** at least once a week

c install any additional protections asked for by **the Insurer** in the **Premises**, or in any vehicle
d remove all keys including duplicate keys relative to the security of
  i the **Premises** and to any safe or strongroom on the **Premises** from such secured **Premises** when they are closed for **Business** or are left unattended
  ii any vehicle from such secured vehicle when such vehicle is left unattended.

Specified All Risks Section (continued)

2 Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration in the ownership of **the Insured**, or if in respect of any of the **Property Insured** there is any alteration

- **a** due to its disposal or removal
- **b** in respect of which the interest of **the Insured** ceases except by will or operation of law
- **c** in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining the **Premises**
- **d** 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 **Damage** 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 by 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 Non Invalidation

This **Section** shall not be invalidated by any act or omission or by any alteration unknown to or beyond the control of **the Insured** by which the risk of **Damage** is increased, provided **the Insured** shall give notice to **the Insurer** (and pay an additional premium) immediately they become aware of such alteration.

4 Additional Claims Conditions

The Insurer will not pay for any claim for **Damage** which is not notified to **the Insurer** within 30 days of the occurrence of such **Damage**.

5 Reinstatement

If any property is to be reinstated or replaced by the Insurer, **the Insured** shall at their own expense provide all documents, books and information as may reasonably be required. **The Insurer** shall not be bound to reinstate exactly, but only as circumstances permit, and in a reasonably sufficient manner, and shall not in any case be bound to expend for any one item of this **Section** more than its **Sum Insured**.

6 The Insurer's Rights following a Claim

In respect of **Damage** for which a claim is made, **the Insurer** and any person authorised by **the Insurer** may without incurring any liability or diminishing any of **the Insurer's** rights in respect of the cover under this **Section**, enter take or keep possession of the **Premises** where such **Damage** has occurred, and take possession of or require to be delivered to the Insurer any **Property Insured**, and deal with such **Property** for all reasonable purposes and in any reasonable manner.

Specified All Risks Section (continued)

No **Property** may be abandoned to **the Insurer**, whether taken possession of by **the Insurer** or not.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

7 Subrogation

Any claimant under this **Section** shall, at **the Insurer's** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of **the Insured**, before or after **the Insurer** makes any payment.

The Insurer agrees to waive any such rights to which **the Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to **the Insured** or against any company which is a subsidiary of a parent company of which **the Insured** are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the **Damage**.

8 Vehicle Security Protections

It is a condition precedent to the liability of **the Insurer** that additional protections to any vehicle required by **the Insurer** shall:

- **a** be installed in accordance with the specification agreed by **the Insurer**
- **b** not be altered or varied unless agreed in writing by **the Insurer**
- **c** be kept in full and working order at all times
- **d** where appropriate to the type of protection, be serviced under a maintenance contract
- **e** be secured or set whenever the vehicle is left loaded and **Unattended** with all keys or other portable operating devices being kept in the personal custody of the driver of the vehicle or of any other person authorised to be in the vehicle

9 Intruder Alarm Condition

It is a condition precedent to the liability of **the Insurer** that where the buildings or any part of the buildings are protected by an Intruder Alarm Installation

1 such Intruder Alarm Installation
- **a** must not be altered or amended in any way, unless such alteration or amendment has been approved in writing by **the Insurer**
- **b** must be maintained under contract with the installers, or as otherwise approved in writing by **the Insurer**

2 all keys to the Intruder Alarm Installation must be removed from the **Premises** when the **Premises** are unattended

3 **the Insured** must
- **a** maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes must be left on the **Premises** when the **Premises** are unattended
- **b** immediately notify **the Insurer** upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced or delayed
- **c** appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and alarm receiving centre, and with the Police and/or the local authority if they so require

4 in the event of notification of
- **a** activation of the Intruder Alarm Installation
- **b** any fault in the Intruder Alarm Installation
- **c** interruption of the means to transmit or receive signals to or from the Intruder Alarm installation

during any period that the Intruder Alarm Installation is set, a Keyholder must attend the **Premises** as soon as possible in order to confirm the security of the buildings and the Premises and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at the **Premises** unless **the Insurer** agrees otherwise in writing

Specified All Risks Section (continued)

5 the **Premises** must not be left without at least one Responsible Person in attendance without the agreement of **the Insurer**

- **a** unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
- **b** where the police have withdrawn their response to
  - **i** an alarm activation where the Intruder Alarm Installation does not include confirmed alarm activation technology
  - **ii** a confirmed alarm activation, where the Intruder Alarm Installation includes confirmed alarm activation technology.

For the purposes of this Condition the following definitions apply:

"Intruder Alarm Installation" shall mean all the component parts detailed in the alarm specification, and include the devices used to transmit and receive signals.

"Keyholder" shall mean **the Insured** or any person or keyholding company authorised by **the Insured** who

- **a** is available at all times to
  - **i** accept notification of alarm signals or faults relating to the Intruder Alarm Installation
  - **ii** attend and allow access to the **Premises** and the buildings
- **b** has been fully trained in the operation of the Intruder Alarm Installation, including but not limited to the setting/unsetting of the installation.

"Responsible Person" shall mean **the Insured** or any a person authorised by **the Insured** to be responsible for the security of the buildings and the **Premises**.

Special Conditions (Applicable if shown in the Schedule as operative)

1 Overnight Theft Exclusion

This **Section** excludes loss or damage due to theft or attempted theft of the **Property Insured** from any **Unattended** vehicle

- **a** after the last transit of the day until next collected by the driver
- **b** whilst otherwise in transit unless such vehicle has all points of access closed and secured by all locks and other protections and all keys have been removed from such vehicle

2 Overnight Theft Exclusion – Locked Building or Yard Requirement

This **Section** excludes loss or damage due to theft or attempted theft of the **Property Insured** from any **Unattended** vehicle

- **a** after the last transit of the day until next collected by the driver unless such vehicle is in a securely locked building or in a fully enclosed and locked yard
- **b** whilst otherwise in transit unless such vehicle has all points of access closed and secured by all locks and other protections and all keys have been removed from such vehicle.

3 Theft Exclusion

This **Section** excludes loss of or damage to the **Property Insured** resulting from theft or attempted theft from any **Unattended** vehicle.

4 Alarm Clause – Specified Vehicle

In respect of any vehicle specified in the **Schedule** this **Section** excludes loss of or damage to the **Property Insured** resulting from theft or attempted theft from any such specified vehicle that is left **Unattended**, unless the alarm system approved by **the Insurer** is

- **a** put into operation and all alarm keys removed, and
- **b** maintained in accordance with the terms and conditions of the installing company's agreement.

Specified All Risks Section (continued)

5 Alarm Clause – Unspecified Vehicle

This **Section** excludes loss of or damage to the **Property Insured** resulting from theft or attempted theft from any **Unattended** vehicle unless the alarm system approved by **the Insurer** is

- **a** put into operation and all alarm keys removed, and
- **b** maintained in accordance with the terms and conditions of the installing company's agreement.

6 Computer Equipment

In respect of computer equipment, it is a condition precedent to the liability of **the Insurer** in respect of any claim for **Damage** by theft or attempted theft that

- **a** when such equipment is left **Unattended** inside any vehicle
  - **i** the vehicle is securely locked and all security devices set in operation
  - **ii** the vehicle is kept in a locked building of substantial construction or in a guarded security park between the hours of 9.00pm and 6.00am unless the vehicle is aboard a ship or ferry
  - **ii** it is stored in the boot if the vehicle is a private car, or otherwise concealed from view
- **b** when such equipment is in transit by air, it is carried as hand luggage
- **c** when such equipment is in transit by ship or ferry, if not kept in accordance with **ai** above it is kept in a securely locked cabin on board such vessel.

This page has been left blank intentionally

Allianz Insurance plc. Registered in England number 84638
Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.
Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Financial Services Register number 121849.

J0006

Business Interruption All Risks Section Additional Cost of Working

Definitions

Business Interruption
Loss resulting from interruption of or interference with the **Business** carried on by **the Insured** at the **Premises** in consequence of an **Event** to property used by **the Insured** at the **Premises** for the purpose of the **Business**.

Event
Accidental loss or destruction of or damage to property used by **the Insured** at the **Premises** for the purpose of the **Business**.

Premises
The buildings at the address or addresses shown in the **Schedule**, including their grounds, all within the boundaries for which **the Insured** are responsible and being, unless more specifically described in the **Schedule**, occupied by **the Insured** for the purpose of the **Business**.

Specified Events
Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

Unoccupied
Any building or part of any building that is unfurnished, untenanted, empty or no longer in active use for a period exceeding 30 consecutive days.

Indemnity Period
The period beginning with the occurrence of the **Event** and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence of any **Event**.

Maximum Indemnity Period
The period shown in the **Schedule**.

Business Interruption All Risks Section Additional Cost of Working (continued)

Cover

The Insurer will pay **the Insured** for **Business Interruption** by any **Event**, excluding

1 **Business Interruption** caused by or consisting of

- **a** inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
- **b** the bursting of any boiler (not being a boiler or economiser on the **Premises** or a boiler used for domestic purposes only), belonging to **the Insured** or under the control of **the Insured** in which internal pressure is due to steam only
- **c** pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

but **the Insurer** will pay for subsequent **Business Interruption** which itself results from a cause not otherwise excluded

- **d** faulty or defective workmanship by **the Insured** or any employee of **the Insured**
- **e** operational error or omission by **the Insured** or any employee of **the Insured** but **the Insurer** will pay for
  - **i** such **Business Interruption** not otherwise excluded which itself results from a **Specified Event**
  - **ii** subsequent **Business Interruption** which itself results from a cause not otherwise excluded
- **f** acts of fraud or dishonesty by any partner, director or employee of **the Insured** but **the Insurer** will pay for such **Business Interruption** not otherwise excluded which itself results from a **Specified Event**

2 **Business Interruption**

- **a** caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
- **b** caused by or consisting of change in temperature, colour, flavour, texture or finish
- **c** arising directly from theft or attempted theft
  - **i** which does not involve entry to or exit from a building at the **Premises** by forcible and violent means or hold-up by violence or threat of violence to the Insured or any partner, director or employee of **the Insured** or any other person who has a legal right to be on the **Premises** (but this shall not exclude theft or attempted theft of a building or part of a building where insured under the Theft Damage to Buildings Basis of Settlement Adjustment clause under the Property Damage Section)
  - **ii** to property in the open or in open fronted buildings or in buildings not on permanent foundations
  - **iii** expedited or in any way brought about by **the Insured** or any partner, director or employee of **the Insured** or any other person who has a legal right to be on the **Premises**
- **d** consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
- **e** consisting of mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates
- **f** caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

Business Interruption All Risks Section Additional Cost of Working (continued)

but **the Insurer** will pay for

i such **Business Interruption** not otherwise excluded which itself results from a **Specified Event** or from any other accidental loss, destruction or damage
ii subsequent **Business Interruption** which itself results from a cause not otherwise excluded

3 loss resulting from pollution or contamination, but **the Insurer** will pay for such loss resulting from destruction of or damage to property used by **the Insured** at the **Premises** for the purpose of the **Business** not otherwise excluded, caused by

a pollution or contamination at the **Premises** which itself results from a **Specified Event**
b any **Specified Event** which itself results from pollution or contamination

4 **Business Interruption** caused by or consisting of

a subsidence, ground heave or landslip
i in respect of walls, gates, fences, roads, car parks, yards, forecourts, patios, pavements, footpaths and similar hard surfaced areas unless a building at the same **Premises** is **Damaged** by the same cause at the same time
ii resulting from
a the settlement or movement of made-up ground
b coastal or river erosion
c defective design or workmanship or the use of defective materials

iii which commenced prior to the inception of this cover
iv occurring as a result of demolition, construction, structural alteration or repair of any property, or as a result of ground work or excavation, at the same **Premises**

b normal settlement or bedding down of new structures.

5 **Business Interruption** arising directly or indirectly from

a disappearance, unexplained or inventory shortage or the misfiling or misplacing of information

6 Loss resulting from destruction or damage to a building or structure used by **the Insured** at the **Premises** caused by its own collapse or cracking, but **the Insurer** will pay for such loss resulting from a **Specified Event** in so far as it is not otherwise excluded

7 **Business Interruption** in respect of fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust

8 **Business Interruption**

a caused by fire resulting from any property undergoing any heating process or any process involving the application of heat
b resulting from any property undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair, but **the Insurer** will pay for such **Business Interruption** caused by fire or explosion

9 **Business Interruption** in respect of any building which is **Unoccupied** caused by

a freezing
b escape of water from any tank, apparatus or pipe
c malicious persons not acting on behalf of or in connection with any political organisation, but **the Insurer** will pay for such **Business Interruption** caused by fire or explosion

Business Interruption All Risks Section Additional Cost of Working (continued)

10 Business Interruption in respect of

- **a** glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects
- **b** vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- **c** property or structures in course of construction or erection and materials or supplies in connection with all such property or structures
- **d** land, piers, jetties, bridges, culverts or excavations
- **e** livestock, growing crops or trees.

but **the Insurer** will pay for such **Business Interruption** caused by a **Specified Event** in so far as it is not otherwise excluded

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

- **a** correctly to recognise any date as its true calendar date
- **b** to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- **c** to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date

but **the Insurer** will pay for subsequent **Business Interruption** which is not otherwise excluded and which itself results from a **Specified Eent**.

Business Interruption All Risks Section Additional Cost of Working (continued)

Basis of Settlement

The Insurer will pay **the Insured**, in respect of each item covered, the amount of their claim for **Business Interruption**, provided that at the time of any **Event**

a there is an insurance in force covering the interest of **the Insured** in the property at the **Premises** against such **Event** and that
- **i** payment has been made or liability has been admitted for payment, or
- **ii** payment would have been made or liability would have been admitted for payment but for the operation of a proviso in such insurance excluding liability for claims below a specified amount

b the most **the Insurer** will pay for any one claim is in the whole the **Total Sum Insured**, or in respect of any one item its **Sum Insured** or any other limit of liability in this **Section**.

The Insurer will pay **the Insured** as indemnity in consequence of **Business Interruption** for Additional Cost of Working.

Additional Cost of Working means the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the **Business** during the **Indemnity Period**.

Basis of Settlement Adjustments

In calculating the amounts **the Insurer** will pay **the Insured** as indemnity, adjustments shall be made in accordance with the following clauses.

1 Auditors and Accountants Charges
If the auditors or professional accountants of **the Insured** produce any particulars or details required by **the Insurer** from **the Insured's** books of account or other business books or documents, or any other proofs, information or evidence under the terms of Condition 2 of this **Section**, the Insurer will pay **the Insured** the reasonable charges payable by **the Insured** to their auditors or professional accountants provided that the sum of such reasonable charges and any other amount payable under this **Section** shall not exceed the liability of **the Insurer** under this **Section**.

2 Value Added Tax
All terms in this **Section** shall be exclusive of value added tax to the extent that **the Insured** are accountable to the tax authorities for such tax.

3 Current Cost Accounting
For the purposes of this **Section**, any adjustment implemented in current cost accounting shall be disregarded.

4 Payments on Account
The Insurer will make payments on account during the **Indemnity Period**, if **the Insured** so request, subject to any necessary adjustment at the end of the **Indemnity Period**.

Business Interruption All Risks Section Additional Cost of Working (continued)

5 Claims Preparation Expenses
Cover extends to include the necessary and reasonable costs, expenses and charges incurred by **the Insured** in producing and certifying any particulars or details required by **the Insurer** in connection with any claim under this **Section** and which are incurred with the consent of **the Insurer** and for which **the Insurer** has admitted liability, provided that

i such costs and expenses are limited to
- any additional costs and expenses incurred by any employees of the Insured and the cost of materials used in furnishing **the Insurer's** requirements
- the reasonable charges payable by **the Insured** to their auditors or professional accountants for producing such information as may be required by **the Insurer**

ii **the Insurer** shall have the right to review and audit all documentation relating to such costs and expenses

iii such costs expenses and charges are not otherwise recoverable under this **Section** or the **Policy**

iv an **Excess** of £500 shall apply in respect of each and every claim

v the liability of **the Insurer** shall not exceed £25,000 in respect of any one claim, and such limit shall apply in addition to the **Sums Insured** or limits applying under this **Section**.

Extensions

Any claim resulting from interruption or interference with the **Business** in consequence of

a loss, destruction or damage at any Situation or to any Property shown below, or

b any of the under-noted Contingencies

within the **United Kingdom**, shall be understood to be **Business Interruption** by an **Event** covered by this **Section**, provided that after the application of all other terms, conditions and provisions of this **Section** and as shown below the liability of **the Insurer** for any one claim shall not exceed in the whole the **Total Sum Insured**, or the percentage of the **Total Sum Insured**, or the amount shown below (or the amount as specified otherwise in the **Schedule**) against any of the Situations or any of the Property or any Contingency as the Limit, whichever is the less.

Situations

Exhibition Sites
Any exhibition site where **the Insured** are exhibiting goods or services, excluding any such site under canvas or in the open.

Limit £25,000

Property

Supply Undertakings

Property

a at any land based premises

b comprising any land based connecting cable, pipe or pylon to the terminal connecting point at the **Premises** of any supply undertaking service provider or producer from which **the Insured** obtains

i electricity (including generating stations or sub-stations)

Limit £10,000,000

ii gas (including any natural gas producer linked directly therewith)

Limit £10,000,000

Business Interruption All Risks Section Additional Cost of Working (continued)

iii water (including works and pumping stations)

Limit £10,000,000

iv telecommunications services (excluding intranet or extranet services)

Limit £10,000,000

v other telecommunications services (including intranet or extranet services)

Limit £10,000,000

Provided that **the Insurer** shall not be liable for any **Business Interruption**

a which does not involve a cessation of supply for at least two (2) consecutive hours in respect of para **b** above

b caused by or arising from or attributable to any overhead transmission and distributing lines and their supporting structures, other than those within one (1) mile of the **Premises**.

Denial of Access

Property in the immediate vicinity of the **Premises**, which prevents or hinders the use of or access to the **Premises** whether the **Premises** or property in the **Premises** is destroyed or damaged or not, but excluding loss or destruction of or damage to the property of any supply undertaking from which **the Insured** obtains electricity, gas, water or telecommunications services which prevents or hinders the supply of such services to the **Premises**.

Moulds , Tools and Dies

Moulds, tools and dies belonging to **the Insured** or for which **the Insured** are responsible whilst at the **Premises** or at any premises not in the occupation of **the Insured** or in transit by road, rail or inland waterway.

Limit £25,000

Documents

Documents belonging to **the Insured** or held by **the Insured** in trust, whilst at premises not in the occupation of **the Insured** or in transit by road, rail or inland waterway.

Contingencies

Failure of Supply

Accidental failure of supply of

i electricity at the terminal ends of the service provider's feeders at the **Premises**

Limit £25,000

ii gas at the service provider's meters at the **Premises**

Limit £25,000

iii water at the service provider's main stop cock serving the **Premises**

Limit £25,000

iv land based telecommunications services (excluding intranet or extranet services) at the incoming line terminals or receivers at the **Premises**

Limit £25,000

v other telecommunications services (including intranet or extranet services) at the incoming line terminals or receivers at the **Premises**

Limit £25,000

Provided that

a in respect of the supply of land based and other telecommunications services the **Maximum Indemnity Period** shall not exceed 3 months

Business Interruption All Risks Section Additional Cost of Working (continued)

b **the Insurer** shall not be liable for any **Business Interruption**

i which does not involve a cessation of supply for at least four (4) consecutive hours in respect of the supply of electricity, gas or water services and for at least twelve (12) consecutive hours in respect of the supply of land based and other telecommunications services

ii resulting from the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services not performed for the sole purpose of safeguarding life or protecting the supply undertaking's system

iii resulting from failure caused by

- strikes or any labour or trade dispute
- drought
- other atmospheric or weather conditions, but this shall not exclude failure due to damage caused by such conditions

iv caused by or arising from or attributable to the failure of any overhead transmission and distributing lines and their supporting structures, other than those within one (1) mile of the **Premises**

v resulting from the failure of telecommunications services via satellite

- due to the failure of any satellite prior to its attaining its full operating function or whilst
- in or beyond the final year of its design life in the event of temporary interference with transmissions to and from satellites due to atmospheric weather, solar or lunar conditions
- resulting from the transfer of **the Insured's** satellite facility to another party

vi as insured under the Supply Undertakings Extension.

Section Conditions

1 Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration in the ownership of **the Insured**, or any alteration in or to the **Business** at the **Premises**

a due to the **Business** being wound up or carried on by a liquidator or receiver or permanently discontinued

b in respect of which the interest of **the Insured** ceases other than by death

c in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any adjoining site

d 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 an **Event** and any other loss or expenditure 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 by 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

Business Interruption All Risks Section Additional Cost of Working (continued)

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.

2 Additional Claims Conditions

In the event of any **Event** in consequence of which **the Insured** make or may make a claim under this **Section**, **the Insured** shall at their own expense deliver to **the Insurer**

a within 28 days of its happening, full details of **Business Interruption** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft

b not later than 30 days after expiry of the **Indemnity Period**, or such further time that the Insurer may allow, full information in writing of the particulars of the claim, together with details of all other policies covering property used by **the Insured** at the **Premises** for the purpose of the **Business** or any part of the **Business**, and the amount of any resulting **Business Interruption**

c such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that **the Insurer** may reasonably require for the purpose of investigating or verifying the claim, together with, if required, a statutory declaration of the truth of the claim and of any matters connected with it.

Particulars or details contained in **the Insured's** books of account or other business books or documents, which may be required by **the Insurer** for the purpose of investigating or verifying any claim under this **Section**, may be produced by professional accountants if at the time they are regularly acting for **the Insured**. Their report shall be prima facie evidence of the particulars and details to which such report relates.

The Insurer will not pay for any claim unless the terms of this condition have been complied with, and any payment on account already made shall be repaid to **the Insurer**.

3 Contribution

If at the time of any **Event** resulting in a claim under this **Section** there is any other insurance effected by or on behalf of **the Insured** covering such loss or any part of it, the liability of **the Insurer** under this **Section** shall be limited to **the Insurer's** rateable proportion of such loss.

4 Subrogation

Any claimant under this **Section** shall, at **the Insurer's** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of **the Insured**, before or after **the Insurer** makes any payment.

The Insurer agrees to waive any such rights to which **the Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to **the Insured** or against any company which is a subsidiary of a parent company of which **the Insured** are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the **Business Interruption**.

Business Interruption All Risks Section Additional Cost of Working (continued)

5 Arbitration

If any difference arises as to the amount to be paid under this **Section** (liability being otherwise admitted by **the Insurer**), such difference shall be referred to an arbitrator to be appointed by **the Insured** and **the Insurer** in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against **the Insurer**.

Allianz Insurance plc. Registered in England number 84638
Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.
Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Financial Services Register number 121849.

FR0103

Book Debts Extension

Definitions

Event
Destruction of or damage to the **Insured's Records**

a at the **Premises**
b at any premises in the **United Kingdom** occupied by persons acting on behalf of **the Insured**, to which **Records** have been temporarily removed
c In transit, including sea or air transit, within the **United Kingdom**, but excluding such destruction or damage by theft or attempted theft.

Records
The Insured's books of account or other business books or records.

Outstanding Debit Balances
The total recorded by **the Insured** under the provisions of the Outstanding Debit Recording Condition adjusted for

a bad debts
b amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through **the Insured's** books at the time of the **Event**) to Customers' Accounts in the period between the date to which the total last recorded relates and the date of the **Event**
c any abnormal condition of trade which had or could have had a material effect on the **Business** so that the adjusted figures represent as near as reasonably practicable results which but for the **Event** would have obtained at the date of the **Event** had the **Event** not occurred.

Cover

The Insurer will pay **the Insured** for **Outstanding Debit Balances** following any **Event** covered under the Business Interruption **Section** of this **Policy**.

Basis of Settlement

The Insurer will pay **the Insured** the amount of their claim for **Outstanding Debit Balances** if in consequence of an **Event the Insured** are unable to trace or establish **Outstanding Debit Balances** in whole or in part.

The most **the Insurer** will pay for any one claim is the **Total Sum Insured** at the time of the **Event**.

The **Sums Insured** or limits of liability shall not be reduced by the amount of any claim as insured under this **Extension** provided that

a **the Insurer** does not give written notice to the contrary within 30 days of the notification of any **Event**
b **the Insured** pays the appropriate additional premium on the amount of the claim from the date of the **Event** to the expiry of the **Period of Insurance**
c **the Insured** agrees to comply with any security recommendations or other measures **the Insurer** may require to reduce the risk of an **Event**.

The insurance under this **Extension** is limited to loss sustained by **the Insured** directly due to the **Event** and the amount payable shall not exceed

a the difference between
  i the **Outstanding Debit Balances**, and
  ii the total of the amounts received or traced in respect of such balances

b the additional expenditure incurred with **the Insurer's** previous consent in tracing and establishing customers' debit balances after the **Event**.

Book Debts Extension (continued)

Basis of Settlement Adjustments

In calculating the amount **the Insurer** will pay **the Insured**, adjustments shall be made in accordance with the following clauses.

1 Average (Underinsurance)
If the **Total Sum Insured** at the time of the **Event** is less than the **Outstanding Debit Balances**, the amount payable will be proportionately reduced.

2 Auditors and Accountants Charges
If the auditors or professional accountants of **the Insured** produce any particulars or details required by **the Insurer** from **the Insured's** books of account or other business books or documents, or any other proofs, information or evidence under the terms of Condition 2 of this **Extension**, **the Insurer** will pay **the Insured** the reasonable charges payable by **the Insured** to their auditors or professional accountants, provided that the sum of such reasonable charges and any other amount payable under this **Extension** shall not exceed the liability of **the Insurer** under this **Extension**.

3 Claims Preparation Expenses
Cover extends to include the necessary and reasonable costs, expenses and charges incurred by **the Insured** in producing and certifying any particulars or details required by **the Insurer** in connection with any claim under this **Section** and which are incurred with the consent of **the Insurer** and for which **the Insurer** has admitted liability, provided that

i such costs and expenses are limited to
- any additional costs and expenses incurred by any employees of **the Insured** and the cost of materials used in furnishing **the Insurer's** requirements
- the reasonable charges payable by **the Insured** to their auditors or professional accountants for producing such information as may be required by **the Insurer**

ii **the Insurer** shall have the right to review and audit all documentation relating to such costs and expenses

iii such costs expenses and charges are not otherwise recoverable under this Extension or the Policy

iv an **Excess** of £500 shall apply in respect of each and every claim

v the liability of **the Insurer** shall not exceed £25,000 in respect of any one claim, and such limit shall apply in addition to the **Sums Insured** or limits applying under this **Extension**.

Extension Conditions

Business Interruption Section Conditions 1, 2, 3, 4, 5 and 6 apply to this **Extension**, and in addition

1 Outstanding Debit Recording
At the end of each month **the Insured** shall record the total amount outstanding in Customers Accounts at that time, and keep a copy of such records at a place other than **the Insured's Premises**.

2 Additional Claims Condition
In the event of any **Event** in consequence of which the Insured make or may make a claim under this **Extension**, **the Insured** shall at their own expense deliver to **the Insurer** full information in writing of the particulars of the claim, together with details of all other policies covering **Outstanding Debit Balances** or any part of them, and the amount of any resulting **Outstanding Debit Balances**.

The Insurer will not pay for any claim unless the terms of this condition have been complied with, and any payment on account already made shall be repaid to **the Insurer**.

Allianz Insurance plc. Registered in England number 84638
Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.
Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Financial Services Register number 121849.

Money Section

Definitions

Money
Negotiable and non-negotiable money belonging to **the Insured** or for which **the Insured** are responsible.

Negotiable Money
Cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed warrants, uncrossed postal and money orders, current postage and revenue stamps, National Savings stamps and certificates, holiday with pay stamps and gift tokens, National Insurance stamps (whether affixed to cards or not), debit card sales vouchers, trading stamps, luncheon vouchers and bills of exchange, securities for money travel warrants and authenticated travel tickets and phone cards for use by **the Insured** or any partner, director or employee of **the Insured** in connection with **the Insured's Business**, consumer redemption vouchers and company sales vouchers and unexpired units in franking machines, all belonging to **the Insured** or for which **the Insured** has accepted responsibility.

Non-negotiable Money
Crossed warrants, crossed cheques, crossed giro drafts, crossed postal and money orders, crossed bankers drafts, crossed National Giro bank cash cheques, premium bonds, savings bonds, stamped National Insurance cards, National Savings Certificates, VAT purchase invoices and credit card sales vouchers all belonging to **the Insured** or for which **the Insured** has accepted responsibility.

In Transit
In transit in the personal custody of **the Insured**, any authorised partner, director or employee of **the Insured**, a security organisation approved by **the Insurer**, or by registered post.

Estimated Annual Carryings
The estimate by **the Insured** of the total value of **Negotiable Money** to be in transit during the **Period of Insurance**.

Business Hours
The period during which **the Insured** or any partner, director or employee of **the Insured** is on the **Premises** for the purpose of the **Business**.

Insured Person
The Insured or any partner, director or employee of **the Insured** aged between 16 and 70 years.

Accident
Bodily injury caused by accidental, violent, external and visible means.

Loss of Limb
Loss by physical severance or permanent and total loss of use of an entire hand or arm or an entire foot or leg which **the Insured Person** has survived for at least one month.

Loss of Sight
Total loss of sight in one or both eyes which has lasted for three consecutive months of **the Insured Person's** lifetime, and is at the end of that period beyond hope of improvement.

Permanent Total Disablement
A disablement which permanently, completely and continuously prevents **the Insured Person** from attending to their usual occupation or to any other occupation for which **the Insured Person** is fitted by knowledge and training, and which having lasted 104 weeks of **the Insured Person's** lifetime is at the end of that period beyond hope of improvement.

Unattended
Any vehicle with no person in charge or where neither **the Insured** nor any employee are in a position to keep the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle

Temporary Total Disablement
A disablement which completely and continuously prevents **the Insured Person** from attending to their usual occupation.

Temporary Partial Disablement
A disablement which continuously prevents **the Insured Person** from attending to a substantial part of their usual occupation.

Money Section (continued)

Cover

The Insurer will pay **the Insured**

A for loss of or damage to money under any Item for which a Limit of Liability is specified in the **Schedule**

B for loss or damage sustained as a direct result of theft or attempted theft of **Money**, of or to
- **i** any safe or strongroom specified in Item 2 of the **Schedule**, or any bag or other container used by **the Insured** or any authorised partner, director or employee of **the Insured** to carry **Money**
- **ii** clothing and personal effects belonging to **the Insured** or to any partner, director or employee of **the Insured** following assault or violence or the threat of assault or violence

C when any **Insured Person** whilst engaged in connection with the **Business**, as a direct result of theft or attempted theft of **Money** involving assault or violence or the threat of assault or violence
- **i** suffers an **Accident** resulting within 12 months, directly and independently of any other cause, in death or disablement
- **ii** suffers emotional stress necessitating professional counselling, provided such counselling is recommended by a qualified medical practitioner and agreed to by **the Insurer** before costs are incurred.

Exclusions

1 loss arising from the dishonesty of any partner, director or employee of **the Insured** which is not discovered within 15 working days of such loss

2 loss from or damage to any machine which uses coins, notes or tokens

3 loss due to theft of or from any **Unattended** vehicle

4 shortage due to error or omission

5 any loss under Item 2.f. (as described in the **Schedule**), unless the key or keys to the specified safes or strongrooms are removed from the **Premises**, or if a person is authorised to hold such keys and that person lives on the **Premises**, that person removes all keys to that part of the **Premises** in which that person actually lives

6 Loss or shortage due to depreciation, currency fluctuations or consequential loss or damage of any kind or description

7 loss, damage, death, **Accident**, disablement or emotional stress arising outside of the **United Kingdom**

8 Loss resulting directly or indirectly from forgery, fraudulent alteration or substitution, or fraudulent use of a computer or electronic transfer

9 Loss resulting from the use of any form of payment which proves to be counterfeit, false, invalid, uncollectible or irrecoverable for any reason.

Money Section (continued)

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

- **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.

Basis of Settlement

The Insurer will pay **the Insured** the amount of **Money** under any Item for which a Limit of Liability is specified in the **Schedule** at the time of loss or damage.

The Insurer will also pay

- the value of any safe or strongroom, of any bag or container used to carry **Money** or of the clothing or personal effects of **the Insured** or any partner, director or employee of **the Insured** lost or damaged at the same time, or at **the Insurer**s option reinstate or replace such property or any part of such property
- compensation in respect of death, **Accident**, disablement or emotional stress.

The most **the Insurer** will pay for any one claim is

- **A** for any one Item, the Limit of Liability specified in the **Schedule**
- **B** for any one safe or strongroom, £10,000
- **C** for any one bag or container, its value at the time of loss or damage
- **D** for clothing or personal effects, £500 any one person
- **E** for death, **Accident**, disablement or emotional stress, the amounts specified in the Table of Benefits.

Table of Benefits

Compensation			Amount
1a	death		£25,000
b	loss of one or more limbs and/or the sight of one or both eyes		£25,000
c	**Permanent Total Disablement**		£25,000
d	**Temporary Total Disablement**	- per week	£100
e	**Temporary Partial Disablement**	- per week	£50

In respect of each **Insured Person**, compensation will not be paid by **the Insurer**

- **A** under more than one of **a**, **b** or **c** for the consequences of the same **Accident**
- **B** under **d** and **e** for more than 104 weeks in all in respect of one or more **Accidents**.

2	The cost of professional counselling	- per hour	£50
		- any one person	£1,000
		- in total	£5,000

Money Section (continued)

Basis of Settlement Adjustments

In calculating the most **the Insurer** will pay for any one claim, adjustments shall be made in accordance with the following clauses.

1 Contribution
If at the time of loss or damage any other insurance has been effected by or on behalf of **the Insured** covering **Money** or any other property insured by this **Section** in whole or in part, **the Insurer**s liability under this **Section** shall be limited to **the Insurer**s rateable proportion of such loss or damage.

2 Damage to the Premises
Provided that a **Property Damage Section** is insured under this **Policy**, in the event that buildings are not covered by such **Property Damage Section the Insurer** will pay

- **A** costs for which **the Insured** are responsible, necessarily and reasonably incurred by **the Insured** to repair damage to the **Premises** as a direct result of theft or attempted theft of **Money** within **the Insured's Premises** (and as insured by this **Section**)
- **B** the cost of any temporary boarding-up or making good necessary to keep the **Premises** secure.

The most **the Insurer** will pay for any one claim is £5,000.

3 Weekly Compensation
Weekly compensation will be paid when the total amount to be paid has been agreed, or if **the Insured** so request, at the end of each period of four consecutive weeks disablement.

4 Security Company Contingency Cover
Cover extends to indemnify **the Insured** in respect of loss of **Money** in the custody of a security company covered under this **Section** if in the event of loss **the Insured** are unable to recover such **Money** from the security company under the terms of the agreement between **the Insured** and the security company

It is a condition precedent to the liability of **the Insurer** that

- **a** there must be in force an agreement between **the Insured** and the security company in respect of **Money** in the custody of a security company
- **b** **the Insured** must provide **the Insurer** with a copy of the agreement between **the Insured** and the security company at the inception of cover
- **c** **the Insured** must obtain the written agreement of **the Insurer** before any changes are made to the agreement
- **d** **the Insured** must comply with the terms of the agreement.

5 Credit Card
Cover extends to include **the Insured's** legal liability for costs necessarily incurred by **the Insured** with the written consent of **the Insurer** as a result of use by an unauthorised person of bank cards, credit cards, charge cards or debit cards belonging to **the Insured** of for which **the Insured** are responsible and arising before the card company has received notification that a card has been lost or stolen, provided that

1 this Extension shall not apply in respect of
- **a** any loss bought about by any failure to comply with the terms under which the card was issued
- **b** any card issued personally to any of **the Insured's** directors, partners or employees
- **c** losses arising after 48 hours from discovery of the loss of the card
- **d** losses covered in whole or part by any other insurance, except in respect of any excess beyond the amount which would have been payable under such other insurance had this **Section** not been effected

2 the liability of **the Insurer** shall not exceed £1,000 in respect of any one claim.

Money Section (continued)

Section Conditions

1 Precautions

It is a condition precedent to the liability of **the Insurer** that **the Insured** must

- **a** keep the **Premises** secure and in a good state of repair
- **b** install any additional protections asked for by **the Insurer**
- **c** remove all keys including duplicate keys relative to the security of the **Premises** and to any safe or strongroom on the **Premises** from such secured **Premises** (or if a person is authorised to hold such keys and that person lives on the **Premises**, that person must remove all keys to that part of the **Premises** in which that person actually lives), when the **Premises** are closed for **Business** or left unattended
- **d** exercise due care in selecting employees to be entrusted with **Money**
- **e** keep a proper written record of all **Money** covered by this **Section** and allow **the Insurer** to inspect this record at all reasonable times.

2 Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration in the ownership of **the Insured**, or if in respect of **Money** or any other property insured there is any alteration

- **a** due to its disposal or removal
- **b** in respect of which the interest of **the Insured** ceases except by will or operation of law
- **c** in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining the **Premises**
- **d** 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 loss or damage 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 by 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 Non Invalidation

This **Section** shall not be invalidated by any act or omission or by any alteration unknown to or beyond the control of **the Insured** by which the risk of loss or damage is increased, provided that **the Insured** shall give notice to **the Insurer** (and pay an additional premium if required) immediately they become aware of such alteration.

Money Section (continued)

4 Transit

In respect of **Negotiable Money** in transit in the personal custody of **the Insured** or of any authorised partner, director or employee of **the Insured**, it is a condition precedent to any liability under this **Section** that such **Money** will be accompanied by

- **a** two able-bodied adults when in excess of £7,500
- **b** three able-bodied adults when in excess of £15,000

unless otherwise agreed by **the Insurer** in writing or amended by a clause applicable to this **Section** as specified in the **Schedule**.

5 Additional Claims Conditions

a In the event of loss or damage, **the Insured** shall at their own expense deliver to **the Insurer** within 30 days after loss or damage (28 days in the case of loss or damage by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as **the Insurer** may allow in writing

- **i** full information in writing of the **Money** or other property insured lost or damaged, and the amount of loss or damage
- **ii** details of any other insurances on the **Money** or other property insured covered by this **Section**

b In the event of **Accident** or emotional stress **the Insured Person** must

- **i** as soon as possible after the **Accident** has occurred, consult a qualified medical practitioner and follow the advice of such practitioner
- **ii** submit to any medical examination made on behalf of **the Insurer**
- **iii** in the event of a claim being made for the cost of professional counselling, supply **the Insurer** with a recommendation for treatment in writing by a qualified medical practitioner

c In the event of the death of an **Insured Person** as a result of **Accident the Insurer** shall be entitled, at **the Insurer**'s expense, to arrange a post-mortem examination

d **the Insured** shall at their own expense deliver to **the Insurer**

- **i** all such proofs and information relating to the claim as may reasonably be required
- **ii** if required, a statutory declaration of the truth of the claim and of any matters connected with it.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

6 The Insurers Rights following a Claim

In respect of loss or damage for which a claim is made, **the Insurer** and any person authorised by **the Insurer** may without incurring any liability or diminishing any of **the Insurer**'s rights in respect of the cover under this **Section**, enter take or keep possession of the **Premises** where such loss or damage has occurred, and take possession of or require to be delivered to **the Insurer** any **Money** or any other property insured, and to deal with such **Money** and other property insured for all reasonable purposes and in any reasonable manner.

No **Money** or other property insured may be abandoned to **the Insurer**, whether taken possession of by **the Insurer** or not.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

7 Subrogation

Any claimant under this **Section** shall, at **the Insurer**'s request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of **the Insured**, before or after **the Insurer** makes any payment.

Money Section (continued)

The Insurer agrees to waive any such rights to which **the Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to **the Insured** or against any company which is a subsidiary of a parent company of which **the Insured** are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the loss or damage.

8 Arbitration

If any difference arises as to the amount to be paid under this **Section** (liability being otherwise admitted by **the Insurer**), such difference shall be referred to an arbitrator to be appointed by **the Insured** and **the Insurer** in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against **the Insurer**.

9 Intruder Alarm Condition

It is a condition precedent to the liability of **the Insurer** that where the buildings or any part of the buildings are protected by an Intruder Alarm Installation

1 such Intruder Alarm Installation
- **a** must not be altered or amended in any way, unless such alteration or amendment has been approved in writing by **the Insurer**
- **b** must be maintained under contract with the installers, or as otherwise approved in writing by **the Insurer**

2 all keys to the Intruder Alarm Installation must be removed from the **Premises** when the **Premises** are unattended

3 **the Insured** must
- **a** maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes must be left on the **Premises** when the **Premises** are unattended
- **b** immediately notify **the Insurer** upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced or delayed
- **c** appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and alarm receiving centre, and with the Police and/or the local authority if they so require

4 in the event of notification of
- **a** activation of the Intruder Alarm Installation
- **b** any fault in the Intruder Alarm Installation
- **c** interruption of the means to transmit or receive signals to or from the Intruder Alarm installation

during any period that the Intruder Alarm Installation is set, a Keyholder must attend the **Premises** as soon as possible in order to confirm the security of the buildings and the **Premises** and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at the **Premises** unless **the Insurer** agrees otherwise in writing.

5 the **Premises** must not be left without at least one Responsible Person in attendance without the agreement of **the Insurer**
- **a** unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
- **b** where the police have withdrawn their response to
  - **i** an alarm activation where the Intruder Alarm Installation does not include confirmed alarm activation technology
  - **ii** a confirmed alarm activation, where the Intruder Alarm Installation includes confirmed alarm activation technology.

Money Section (continued)

For the purposes of this Condition the following definitions apply:

"Intruder Alarm Installation" shall mean all the component parts detailed in the alarm specification, and include the devices used to transmit and receive signals.

"Keyholder" shall mean **the Insured** or any person or keyholding company authorised by **the Insured** who

A is available at all times to
- **i** accept notification of alarm signals or faults relating to the Intruder Alarm Installation
- **ii** attend and allow access to the **Premises** and the buildings

B has been fully trained in the operation of the Intruder Alarm Installation, including but not limited to the setting/unsetting of the installation.

"Responsible Person" shall mean **the Insured** or any a person authorised by **the Insured** to be responsible for the security of the buildings and the **Premises**.

10 Fair Presentation

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

11 Fraudulent Claims

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

Allianz Insurance plc. Registered in England number 84638
Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.
Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Financial Services Register number 121849.

Own Goods in Transit Section

Definitions

Goods
Goods belonging to **the Insured** or held by **the Insured** in trust and for which the Insured are responsible.

Vehicle
Any vehicle owned or operated by **the Insured**.

Transit
Carrying **Goods** in connection with the **Business** by any means of transit described in the **Schedule**, including

- loading and unloading **Goods**
- temporary storage of **Goods** in any building during transit, for up to 30 days.

Territorial Limits
The **United Kingdom**, including sea or air transits therein.

Money
Cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed warrants, uncrossed postal and money orders, current postage and revenue stamps, National Savings stamps and certificates, holiday with pay stamps and gift tokens, National Insurance stamps (whether affixed to cards or not), debit card sales vouchers, trading stamps, luncheon vouchers and bills of exchange, securities for money travel warrants and authenticated travel tickets and phone cards for use by **the Insured** or any partner, director or employee of **the Insured** in connection with **the Insured's Business**, consumer redemption vouchers and company sales vouchers and unexpired units in franking machines, all belonging to **the Insured** or for which **the Insured** has accepted responsibility.

Unattended
Any vehicle with no person in charge or where neither **the Insured** nor any employee are in a position to keep the **Vehicle** or **Goods** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle** or **Goods**.

Cover

The Insurer will pay the Insured for

A loss of or damage to **Goods** in **Transit** within the **Territorial Limits**
B loss of or damage to the clothing or personal effects of the driver of any **Vehicle** or of any other person authorised to be in the **Vehicle**.

Own Goods in Transit Section (continued)

Exclusions

This Section does not cover

1 Loss or damage in respect of property more specifically insured.

2 Loss or damage due to

- **a** depreciation, deterioration or contamination, unless caused by accident to the conveying vehicle
- **b** inherent vice, leakage or ordinary loss in weight or volume
- **c** bruising, scratching, chipping, denting, rust, oxidisation or discolouration
- **d** mechanical or electrical breakdown, failure or derangement
- **e** faults in processing or the insufficiency or unsuitability of packing or preparation
- **f** Delay or loss of market confiscation or detention by Customs or other officials.

3 Damage to the contents of any package not involving outward and visible damage to the package.

4 Loss or damage due to theft of **Goods** from any **Unattended Vehicle**, unless such **Vehicle** has all points of access closed and secured by all locks and other protections and all keys have been removed from such **Vehicle**.

5 Loss or damage in respect of jewellery, precious stones, precious metals, bullion, furs, works of art, rare books, **Money**, bonds, securities of any description, deeds, documents, manuscripts, business books, plans, designs, livestock or **the Insured's** own machinery and plant (other than tools if specified as included in the **Schedule**).

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

- **i** correctly to recognise any date as its true calendar date
- **ii** to recognise, capture, save, retain, 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.

7 Consequential loss or damage of any kind or description, other than any General Condition of Average and Salvage charges for which **the Insured** becomes liable in respect of any **Transit** insured by this **Section**.

8 The amount of any **Excess** specified in the **Schedule**.

Own Goods in Transit Section (continued)

Basis of Settlement

The Insurer will pay **the Insured** the value of the **Goods** in **Transit** at the time of loss or damage.

The Insurer will also pay the value of clothing or personal effects of the driver of any **Vehicle** or of any other person authorised to be in the **Vehicle** at the time of loss or damage.

The most **the Insurer** will pay for any one claim or series of claims arising out of any one occurrence of loss or damage is

- the Maximum any One **Vehicle**, the Maximum any One Loss or any other Limit of Liability specified in the **Schedule**
- for clothing or personal effects, £500 per person.

In consideration of cover by this **Section** not being reduced by the amount of any claim, and in the absence of written notice by **the Insurer** to the contrary within 30 days of the notification of any loss or damage, **the Insured** will pay the appropriate additional premium on the amount of the claim from the date of loss or damage to the expiry of the **Period of Insurance**, and agrees to comply with any security recommendations or other measures **the Insurer** may require to reduce the risk of further loss or damage.

Basis of Settlement Adjustments

In calculating the most the Insurer will pay for any one claim, adjustments shall be made in accordance with the following clauses.

1 Contribution
If at the time of loss or damage any other insurance has been effected by or on behalf of **the Insured** covering any of the **Goods** or any of the other property insured, the Insurer's liability under this **Section** shall be limited to **the Insurer's** rateable proportion of such loss or damage.

2 Sheets and Ropes
In respect of **Vehicles**, cover includes loss of or damage to sheets, ropes, packing materials and the like, but excluding loss or damage due to unexplained shortage or disappearance, wear and tear or depreciation.

3 Additional Vehicles
Cover includes loss of or damage to **Goods** in any additional **Vehicle** not specified in the **Schedule** up to an amount of £2,500 any one claim, provided that **the Insured** shall advise **the Insurer** of the acquisition of such additional **Vehicle** within 21 days of its acquisition and pay any additional premium required by **the Insurer**.

4 Substitute Vehicles
Cover includes loss of or damage to **Goods** arising out of the use of any **Vehicle** in substitution by **the Insured** whilst any **Vehicle** is undergoing service or repair, up to the amount of the Limit of Liability specified in the **Schedule** applicable to the **Vehicle** undergoing service or repair.

5 Transhipment and Debris Removal Costs
Cover includes costs and expenses necessarily and reasonably incurred in

a transhipment and recovery of **Goods** following collision or overturning of the conveying **Vehicle**, or impact with any object by the conveying **Vehicle**
b removal of debris and site clearance following loss or damage to **Goods**, up to an amount of £10,000 any one claim. **The Insurer** will not pay for such costs and expenses arising from pollution or contamination of or to property not insured by this **Section**.

6 FOB Conditions
Cover includes loss of or damage to **Goods** forwarded under FOB conditions, within the **Territorial Limits**, for a period not exceeding 30 days from the commencement of **Transit**, in respect of any one consignment whilst at dockside/airside or in temporary warehousing until placed on board ship or aircraft.

Own Goods in Transit Section (continued)

Section Conditions

1 Precautions

It is a condition precedent to the liability of **the Insurer** that **the Insured** must

- **a** take all reasonable measures to safeguard **Goods** and to maintain **Vehicles** in an efficient and roadworthy condition
- **b** install any additional protections to any **Vehicle** asked for by **the Insurer**
- **c** exercise due care in selecting employees to be entrusted with **Vehicles** or **Goods**.

2 Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration in the ownership of **the Insured**, or if in respect of **Goods** or any other property insured there is any alteration

- **a** due to its disposal or removal
- **b** in respect of which the interest of **the Insured** ceases except by will or operation of law
- **c** in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining the **Premises**
- **d** 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 loss or damage 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 by 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 Non Invalidation

This **Section** shall not be invalidated by any act or omission or by any alteration unknown to or beyond the control of **the Insured** by which the risk of loss or damage is increased, provided that the Insured shall give notice to **the Insurer** (and pay an additional premium if required) immediately they become aware of such alteration.

4 Additional Claims Condition

In the case of **Transit** by road or rail carrier or by post, immediately **the Insured** becomes aware of any occurrence giving rise to or likely to give rise to a claim under this **Section**, **the Insured** shall take all practicable steps to notify the carrier concerned of any loss or damage within the time limits for notification of claims stipulated in the applicable conditions of carriage or contract.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

Own Goods in Transit Section (continued)

5 The Insurers Rights following a Claim

In respect of loss or damage for which a claim is made, **the Insurer** and any person authorised by **the Insurer** may without incurring any liability or diminishing any of **the Insurer's** rights in respect of the cover under this **Section**, enter take or keep possession of any **Vehicle** where loss or damage has occurred, and take possession of or require to be delivered to **the Insurer** any **Goods** or other property insured, and to deal with such **Goods** and other property insured for all reasonable purposes and in any reasonable manner.

No **Goods** or other property insured may be abandoned to **the Insurer**, whether taken possession of by **the Insurer** or not.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

6 Subrogation

Any claimant under this **Section** shall, at **the Insurer's** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of **the Insured**, before or after **the Insurer** makes any payment.

The Insurer agrees to waive any such rights to which **the Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to **the Insured** or against any company which is a subsidiary of a parent company of which **the Insured** are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the loss or damage.

7 Arbitration

If any difference arises as to the amount to be paid under this **Section** (liability being otherwise admitted by **the Insurer**), such difference shall be referred to an arbitrator to be appointed by **the Insured** and **the Insurer** in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against **the Insurer**.

8 Vehicle Security Protections

It is a condition precedent to the liability of **the Insurer** that additional protections to any **Vehicle** required by **the Insurer** shall:

- **A** be installed in accordance with the specification agreed by **the Insurer**
- **B** not be altered or varied unless agreed in writing by **the Insurer**
- **C** be kept in full and working order at all times
- **D** where appropriate to the type of protection, be serviced under a maintenance contract
- **E** be secured or set whenever the **Vehicle** is left loaded and **Unattended** with all keys or other portable operating devices being kept in the personal custody of the driver of the **Vehicle** or of any other person authorised to be in the **Vehicle**

9 Declaration Condition

If the premium or part of any premium is calculated on estimates supplied to **the Insurer** by or on behalf of **the Insured**, the Insured shall keep a record of all such relevant particulars and shall allow **the Insurer** to inspect such records at any reasonable time.

The Insured shall furnish **the Insurer** with such information as **the Insurer** may require at the expiry of each **Period of Insurance**, within the period specified by **the Insurer**. The premium shall be adjusted annually and any difference shall be paid by or returned to **the Insured** subject to any agreed minimum or deposit premium specified in the **Schedule**.

Own Goods in Transit Section (continued)

Special Conditions – Unattended Vehicles (Applicable if shown in the Schedule as operative)

1 Overnight Theft Exclusion

This **Section** excludes loss or damage due to theft or attempted theft of **Goods** from any **Unattended Vehicle**

- **A** after the last **Transit** of the day until next collected by the driver
- **B** whilst otherwise in **Transit** unless such **Vehicle** has all points of access closed and secured by all locks and other protections and all keys have been removed from such **Vehicle**.

2 Overnight Theft Exclusion – Locked Building or Yard Requirement

This **Section** excludes loss or damage due to theft or attempted theft of **Goods** from any **Unattended Vehicle**

- **A** after the last Transit of the day until next collected by the driver unless such Vehicle is in a securely locked building or in a fully enclosed and locked yard
- **B** whilst otherwise in **Transit** unless such **Vehicle** has all points of access closed and secured by all locks and other protections and all keys have been removed from such **Vehicle**.

3 Theft Exclusion

This **Section** excludes loss of or damage to **Goods** resulting from theft or attempted theft from any **Unattended Vehicle**.

4 Alarm Clause – Specified Vehicle

In respect of any **Vehicle** specified in the **Schedule** this **Section** excludes loss of or damage to **Goods** resulting from theft or attempted theft from such **Vehicle** if it is left **Unattended**, unless the alarm system approved by **the Insurer** is

- **A** put into operation and all alarm keys are removed and
- **B** maintained in accordance with the terms and conditions of the installing company's agreement.

5 Alarm Clause – Unspecified Vehicle

This **Section** excludes loss of or damage to **Goods** resulting from theft or attempted theft from an **Unattended Vehicle**, unless the alarm system approved by **the Insurer** is

- **A** put into operation and all alarm keys are removed and
- **B** maintained in accordance with the terms and conditions of the installing company's agreement.

Allianz Insurance plc. Registered in England number 84638
Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.
Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Financial Services Register number 121849.

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.

Employers' Liability Section (continued)

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**

Employers' Liability Section (continued)

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**

Employers' Liability Section (continued)

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 ommission 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**.

Employers' Liability Section (continued)

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.

This page has been left blank intentionally

Allianz Insurance plc. Registered in England number 84638
Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.
Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Financial Services Register number 121849.

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**

Public and Products Liability Section (continued)

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 **7a**, **7b** or **7c** 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**.

Public and Products Liability Section (continued)

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**.

Public and Products Liability Section (continued)

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 168 of the Data Protection Act 2018 committed during the **Period of Insurance** within the **United Kingdom** and arising in connection with the **Business** provided that **the Insured** is registered with the Information Commissioner's Office.

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

Public and Products Liability Section (continued)

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.

For the purposes of this Extension

Data includes but is not limited to **Personal Data**, facts, concepts and information, software or other coded instructions in a formalised manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or **Identifiable Natural Person**.

An **Identifiable Natural Person** is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

The liability of **the Insurer** under this **Extension** shall not exceed the **Limit of Indemnity** shown in the **Schedule** or £2,000,000 (whichever is the lesser) and such **Limit of Indemnity** shall be inclusive of the amount of all claimants' costs and expenses and all costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer** in connection with the defence of any claim.

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.

Public and Products Liability Section (continued)

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 9a 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 occuring 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**.

Public and Products Liability Section (continued)

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 interferring 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**.

Public and Products Liability Section (continued)

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 **8a** and **8bi** 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

Public and Products Liability Section (continued)

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 Designliability 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**.

15 Cyber Event
Any loss, damage, expense or liability howsoever arising out of a **Cyber Event**.

Public and Products Liability Section (continued)

Definitions

Cyber Event means

a any unauthorised **Processing of Data** by **the Insured**
b any breach of laws and infringement of regulations pertaining to the maintenance or protection of **Data**
c any **Network Security Failure in the Insured's Sphere**

Data includes but is not limited to **Personal Data**, facts, concepts and information, software or other coded instructions in a formalised manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or **Identifiable Natural Person**.

An **Identifiable Natural Person** is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Damage to Data means any loss, destruction or corruption of **Data**. Any **Damage to Data** of a **Third Party** by **the Insured** is not deemed to be a **Cyber Event** if there is not any **Network Security Failure** involved.

Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made available or accessible to **the Insured** for the purpose of **Processing Data**.

Network Security Failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorised access and/or theft of **Data**, loss of operational control of **Data**, transmission of virus or malicious code and/or denial of service.

This exclusion does not apply to

1 **Bodily injury**, death or disease to any person
2 **Loss** of or damage to material property including any consequential financial losses caused by the operation of **the Insured's Business**
3 Nuisance, trespass, obstruction or interference with any right of way, light, air or water
4 **Pollution or Contamination** occurring other than in the United States of America or Canada, and 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**

Public and Products Liability Section (continued)

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.

This page has been left blank intentionally

Allianz Insurance plc. Registered in England number 84638
Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.
Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Financial Services Register number 121849.

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

Telephone number: **0344 893 9500**
Fax number: **01483 790 726**
Email: **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
Telephone number: **+44(0) 1483 260 757**

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.

Personal Accident Section (continued)

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**.

Personal Accident Section (continued)

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.**

Personal Accident Section (continued)

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**.

Personal Accident Section (continued)

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.**

Personal Accident Section (continued)

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 ninty (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**.

Personal Accident Section (continued)

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**.

Personal Accident Section (continued)

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 o**f 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

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.

Personal Accident Section (continued)

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 Disablement	£30,000
Permanent Total Disablement	£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

Personal Accident Section (continued)

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**

Personal Accident Section (continued)

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)

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.

Personal Accident Section (continued)

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**.

Personal Accident Section (continued)

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 I**nsured 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 medial needs.

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

Personal Accident Section (continued)

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

Personal Accident Section (continued)

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**.

Personal Accident Section (continued)

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.

Personal Accident Section (continued)

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 **Benefit**s 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**.

Personal Accident Section (continued)

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.

Personal Accident Section (continued)

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 million

whichever 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

This page has been left blank intentionally

Allianz Insurance plc. Registered in England number 84638
Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.
Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Financial Services Register number 121849.

W0006