

## Introduction

Your International 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 contact your insurance adviser.

The parts of the Policy are:

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

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

## Policy Definitions

The following definitions apply to this Policy (unless amended by Section Definitions) and are denoted by a capital first letter 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

### Insurer

Allianz Insurance plc

### 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

### GBP

British Pound Sterling (£)

## Insuring Clause

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

For Allianz Insurance plc

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

Jonathan Dye

Chief Executive

## General Exclusions

This Policy does not cover

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

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

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

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

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

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

**2. War** *(Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Public and Products Liability, Accident, Business Travel, Terrorism, Fidelity Insurance and Directors and Officers Liability Sections)*

- a. any loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss of whatsoever nature directly or indirectly occasioned by or happening through or in consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege
- b. any loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to 2.a. above

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

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

**3. Terrorism** (Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Public and Products Liability, Environmental Impairment Liability, Directors and Officers Liability, Accident, Business Travel or Terrorism [when insured as a separate section] Sections)

- a. in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987:

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 other way related to such Act of Terrorism

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

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any 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 to put the public or any section of the public in fear

In any action, suit or other proceedings where the Insurer alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered the burden of proving to the contrary shall be upon the Insured.

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

**4. E.Risks** (Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Public and Products Liability, Directors and Officers Liability or Personal Accident, Business Travel Sections)

- a. loss or destruction of or any damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:

- i. programming or operator error whether by the Insured or any other person
- ii. Virus or Similar Mechanism (as defined below)
- iii. Hacking (as defined below)
- iv. malicious persons (but this shall not apply to the acts of thieves involving physical force or violence)
- v. failure of external networks

unless, in respect of a. i., ii. and iii. above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

- b. any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a. of this Exclusion  
unless, in respect of a.i., ii. or iii. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- c. loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph a. of this Exclusion  
unless, in respect of loss or damage to other property arising from a.i., ii. or iii. above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- d. loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
  - i. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions or malicious persons
  - ii. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d.i. above
  - iii. any misinterpretation, use or misuse of information on computer systems or other records, programs or software
 unless, in respect of d. ii. and iii. above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- e. any financial loss or expense of whatsoever nature including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs c. and d. of this Exclusion  
unless, in respect of c., d. ii. and iii. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

For the purpose of this Exclusion:

#### **Computer Equipment**

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

#### **Virus or Similar Mechanism**

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

#### **Hacking**

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

# General Conditions

## 1. Fair Presentation of the Risk *(Not applicable to the Directors and Officers Liability and Professional Indemnity Sections)*

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

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

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

For the purposes of this condition references to:

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

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

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

### 3a. Claims *(Not applicable to the Directors and Officers Liability Section)*

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

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

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

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

### 3b. Claims - Non Admitted Territories

Where the Insurer is by law or circumstance outside its control prevented from indemnifying the Insured locally then

- i. the Insured will be required to handle the defence and investigation of any such claims arising outside the United Kingdom
- ii. the Insured shall seek and shall be entitled to such guidance as the Insurer can properly provide and the Insurer may at its discretion take full conduct and control of the claim
- iii. the Insured shall act upon the best available advice as to whether and in what manner the claim should be resisted or negotiated but any proposed settlement shall be subject to prior approval by the Insurer if it should so require

Subject to the Insured's compliance with paragraphs ii. and iii. above the Insurer shall repay all sums disbursed by the Insured against proper discharge from further liability whether by way of claimant's damages or costs or of costs reasonably incurred in defending or negotiating the claim. All claims for which the Insurer accepts liability under this policy will be paid in GBP in the United Kingdom.

Provided that nothing contained herein shall serve to limit the Insured's duties as set out in the Claims Conditions of any Section or the General Conditions of this Policy.



#### 4. Cancellation *(Not applicable to the Directors and Officers Liability Section)*

Other than where General Condition 5 Fraud applies the Insurer may cancel this Policy by giving the Insured thirty (30) days' notice at their last known address. Provided the premium has been paid in full and no claim has been made during the Period of Insurance, the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance.

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

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

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

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

the Insurer will:

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

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

In that event, the Insured will:

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

#### 6. 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.

## **7. Choice of Law & Jurisdiction** *(Not applicable to the Directors and Officers Liability Section)*

The Insurer and the Insured have agreed that

- a. this Policy shall be considered a contract made between the parties in England and shall in all aspects relating to the validity formation interpretation and performance of this contract be governed by and construed in accordance with the laws of England and Wales irrespective of where the risks insured are situated or where events occur
- b. in the event of any dispute or difference relating to the validity formation interpretation or performance of this Policy each party has agreed to submit to the exclusive jurisdiction of the courts of England and Wales (and any arbitration under the Arbitration General Condition shall be held in London)
- c. the language of the Policy and all communications to it will be in English.

## **8. 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.

## **9. Currency**

The premium, tax or similar charge payable under this Policy shall be paid or payable in the United Kingdom and made in GBP.

All claim payments under this Policy shall be paid or payable in the United Kingdom and made in GBP.

In respect of a claim which occurs outside of the United Kingdom, then the local currency value of any claim or applicable limit of indemnity, sum insured, limit, deductible or excess, shall be converted to GBP at the rate of exchange prevailing at the time of the settlement of the amount of the claim or, if interim payments are made, at the date of such payment. The rate of exchange shall be as published in the Financial Times at 9.00am British standard time on the appropriate date or its first publication thereafter.

## **10. Insurance Tax and Charges**

The Insured will make available to the Insurer all information, inclusive of estimates, on risks situated outside Great Britain relevant for the calculation of any premium, insurance tax or similar charge.

The Insurer shall not be liable for the payment of any tax or similar charge in relation to this Policy where the Insured is obliged to pay such tax or charges directly to the authorities.

Should the basis of any calculation be questioned by any tax authority and should the Insurer be obliged to pay any additional insurance tax (or similar charge), the Insured will reimburse the Insurer for such payment of such insurance tax (or similar charge) irrespective of the moment in time that the payment by the Insurer takes place.

The parties hereto agree that any statutory time-bar on claims from the Insurer to the Insured will be deemed to start at the day of payment by the Insurer to the relevant authority.

## **11. Arbitration** *(Not applicable to the Directors and Officers Liability Section or the Commercial Legal Expenses Section)*

All disputes and differences which may arise under out of or in connection with or in relation to this Policy or to its existence validity or termination or to the determination of the amount or any amounts payable under this Policy shall be referred to Arbitration under ARIAS Rules.

The Arbitral Tribunal shall consist of three Arbitrators. One shall be appointed by the Claimant, one shall be appointed by the Respondent, and a third to be appointed by the two appointed arbitrators.

The third member of the Tribunal shall be appointed as soon as practicable (and no later than 28 days) after the appointment of the two party-appointed arbitrators. The Tribunal shall be constituted upon the appointment of the third arbitrator.

The arbitrators shall be persons (including those who have retired) with no less than ten years' experience of insurance or reinsurance within the industry or as lawyers or other professional advisers serving the industry.

Where a party fails to appoint an arbitrator within 14 days of being called upon to do so, or where the two party-appointed arbitrators fail to appoint a third within 28 days of their appointment, then upon application ARIAS (UK) will appoint an arbitrator to fill the vacancy. At any time prior to the appointment by ARIAS (UK) the party or arbitrators in default may make such appointment.

The Tribunal may, at its sole discretion, make such orders and directions as it considers to be necessary for the final determination of the matters in dispute. The Tribunal shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or decisions.

The seat of arbitration shall be London. The proper law of this contract shall be the law of England and Wales.

In the event that the Arbitration provisions in this Policy shall be held to be invalid in whole or in part all disputes arising under out of or in connection with or in relation to this Policy shall be subject to the exclusive jurisdiction of the Courts of England and Wales and the law applicable to the construction and interpretation of this Policy and governing all such disputes shall in any event be the law of England and Wales.

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

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

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

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

### **Subject to Survey**

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

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

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

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

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

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

### **Risk Improvements**

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

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

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

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

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

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

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

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

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

## Complaints

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

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

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

Telephone number: 01483 552438

Fax Number: 01483 790538

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

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

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

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Telephone: 0800 023 4567 or 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

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

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

Alternatively, you can contact the Financial Ombudsman Service directly.

## Financial Services Compensation Scheme

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

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

### **Notifying a Claim (*Not applicable to the Commercial Legal Expenses Section*)**

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 Offices  
For Property Damage Claims handled in Birmingham  
Tel: 0344 412 9988

For Liability and Accident Claims handled in Milton Keynes  
Tel: 0344 893 9500

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

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

Our address for all Claims correspondence is:  
Claims Division  
Allianz Insurance plc  
500 Avebury Boulevard  
Milton Keynes MK9 2XX

### **24 Hour Claim Notification**

If you have to notify us of a claim outside of our normal opening hours please contact us on our 24 hour claim notification telephone number 0345 604 9824.

### **Commercial Legal Expenses Section Claims**

If the Insured needs to make a Claim under any operative cover provided by the Commercial Legal Expenses Section, as stated in the Policy Schedule the Insured should call the 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 tell the Insured if the completion of a claim form is required. If it is, the Insurer will send the Insured a claim form. The Insured Person should fill in the claim form and return it to the Insurer without delay at the address shown below, together with a copy of the Insured's current Policy Schedule and payment in the form of a cheque made out to Allianz Legal Protection for any Excess due in respect of the Claim.

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

Please note that the Insured Person must not appoint a Legal Representative. 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 Commercial 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 will not appoint the Legal Representative until the Excess payment due in respect of the Claim has been paid.

Other than where the Insurer has incurred Legal Expenses in order to validate a Claim, if the Insurer declines a Claim following receipt of the claim form, Policy Schedule and Excess payment, the cheque for the Excess payment will be returned to the Insured Person or a refund of that Excess payment will be made, whichever is appropriate.

Where the Insurer has necessarily incurred unrecoverable Legal Expenses during the Claim validation process, or the Insured Person is unable to recover Legal Expenses at the end of the Claim, if the unrecovered Legal Expenses incurred are less than the value of the Excess payment received, the Insured Person will receive a refund equal to the difference between the two figures from the Insurer.

The Insurer's address is:  
The Claims Department  
Allianz Legal Protection  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW  
United Kingdom.



# Fair Processing Notice – how we use personal information

## 1. Who we are

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

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

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

## 2. How we use personal information

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

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

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

**Anyone whose personal information we hold has the right to object to us using it.**

**They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.**

**Further details can be found below.**

## 3. Automated decision making, including profiling

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

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

#### 4. The personal information we collect

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

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

#### 5. Where we collect personal information

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

From other persons or organisations, for example:

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

## 6. Sharing personal information

**We** may share personal information with:

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

## 7. Transferring personal information outside the UK

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

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

## 8. How long we keep personal information

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

## 9. Know your rights

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

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

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

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

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

Phone: 01483 552438

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

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

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

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

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

Phone: 0330 102 1837

## Changes to our Fair Processing Notice

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

## Consent for Special Categories of Personal Data

The global Allianz Group may need to collect and process data relating to **individuals** who may benefit from the policy (“Insured Persons”), which falls within the special categories of personal data under Data Protection Legislation, for example, medical history or convictions of Insured Persons for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by the global Allianz Group and that this fact is made known to the Insured Persons.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of the Insured Persons Personal Data in this way and for these purposes and that your directors, officers, partners, and employees have consented to the global Allianz Group using their details in this way.

## Employers Liability Tracing Office

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

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

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

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

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

## Additional Benefits

### 24 Hour Glass Replacement (applicable only in respect of the Insured's Business conducted from within the United Kingdom)

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

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

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

### 24 Hour Lawphone Legal Advice Helpline (applicable only in respect of the Insured's Business conducted from within the United Kingdom)

Lawphone provides advice on any commercial legal matter 24 hours a day, 365 days a year. The advice the Insured receives from Lawphone will be in accordance with the laws of Great Britain and Northern Ireland. Lawphone does not provide advice on the laws of any other country or jurisdiction.

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 law relevant to the Business of the Insured 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 the calls for the Insured and Insurer's mutual protection and the Insurer's training purposes.

### Allianz Legal Online

As part of the Commercial Legal Expenses facility the Insured has access to extensive on line Business support via Allianz Legal Online. This facility provides tools and services that will help the Insured to produce legal paperwork in connection with the Insured's Business, for example, bespoke contracts of employment. In addition it provides the Insured with up to date guidance and advice on many legal issues, such as, employment legal procedures, managing the Insured's Business and debt recovery. The legal paperwork and guidance will always be in accordance with the laws of Great Britain and Northern Ireland.

The Insured can access Allianz Legal Online at: [www.allianzlegal.co.uk](http://www.allianzlegal.co.uk).