



TRADE DIRECT ACCIDENT & HEALTH

POLICY WORDING



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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.

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.

INTRODUCTION

Your Accident & Health 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
- 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.

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

MAKING A CLAIM

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

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

Tel: 0344 893 9500
Fax: 01483 790726
E mail: **casualty1@allianz.co.uk**

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

POLICYHOLDER HELPLINES

These added value services are provided as automatic benefits under your **Policy** and are administered by AWP Assistance (UK) Limited trading as Allianz Global Assistance on behalf of **the Insurer**.

All services are accessed by **the Insured** or **Insured Person** contacting AWP Assistance (UK) Limited trading as Allianz Global Assistance on the telephone numbers provided alongside each service.

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

MEDICAL ADVICE LINE

Tel: +44(0) 1483 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
- Do's and don'ts before and after treatment
- The right questions to ask the doctor/consultant/hospital in plain English
- Details of local and national help and support groups

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

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

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

The Business Description stated in the **Schedule**.

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**.

Contamination

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

Contamination by Terrorism Accumulation Limit

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

Continental Scale

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

1 Permanent loss by physical separation of:

- a** one thumb:
 - i** both phalanges 30%
 - ii** one phalange 30%
- b** one index finger
 - i** three phalanges 20%
 - ii** two phalanges 20%
 - iii** one phalange 6%
- c** one other finger
 - i** three phalanges 10%
 - ii** two phalanges 6%
 - iii** one phalange 3%
- d** one great toe:
 - i** two phalanges 15%
 - ii** one phalange 15%
- e** one other toe:
 - i** three phalanges 5%
 - ii** two phalanges 3%
 - iii** one phalange 2%

DEFINITIONS CONTINUED

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.

Death

Death caused by **Accidental Bodily Injury**.

Deferment Period

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

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 carer's or attendance allowance from the government of the **United Kingdom**.

Dependant Child

The unmarried children, stepchildren 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**.

DEFINITIONS CONTINUED

Hospital

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

Hospitalisation/Hospitalised

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

Insured Person

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

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 Period

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

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

whichever the earlier.

Non-Scheduled Air Accumulation Limit

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

Operative Time

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

Period of Insurance

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 **13**.

DEFINITIONS CONTINUED

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.

Policy

The contract of insurance formed of the documents described in the Introduction.

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

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.

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.

Section/Sections

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

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.

Sum Insured

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

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.

DEFINITIONS CONTINUED

The Insurer

Allianz Insurance plc

The Insured

The Insured named and shown in the **Schedule**.

United Kingdom

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

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**.

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

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 Limbs or Loss of Hearing in both ears
- 4 Permanent Total Disablement
- 5 Temporary Total Disablement
- 6 Temporary Partial Disablement

of that Insured Person.

PERSONAL ACCIDENT EXTENSIONS

ADDITIONAL INSURED PERSONS

1 Members of the public rendering assistance

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

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

ASSAULT INJURY ENHANCED BENEFIT

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

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

BEREAVEMENT COUNSELLING

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

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

DEPENDANT ADULT AND CHILD BENEFIT

If within the Operative Time an Insured Person sustains Accidental Bodily Injury resulting in Death and the Insurer pays a Death Benefit for that Insured Person, the Insurer will in addition pay

- a £25,000 for each Dependant Adult
- b £7,500 for each Dependant Child

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

FIRST AID EXPENSES

If within the Operative Time an Insured Person sustains Accidental Bodily Injury resulting in Permanent Partial Disablement, Permanent Total Disablement, Temporary Total Disablement or Temporary Partial Disablement the Insurer will pay for First Aid Expenses incurred in the Insured Person's Country of Residence up to a maximum of:

- i 15% of any amount paid by the Insurer under Benefits 1 to 4 or
- ii 30% of any amount paid by the Insurer under Benefits 5 and 6 or
- iii £5,000 if an Insured Person suffers Assault at the Insured's Premises
- iv £1,000 to replace a workplace defibrillator or its consumables

as set out in the Schedule subject to a maximum total amount of £25,000 in respect of any one Insured Person.

PERSONAL ACCIDENT SECTION CONTINUED

FUNERAL EXPENSES AND URGENT ESTATE EXPENSES

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

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

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

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

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

HOSPITALISATION BENEFITS

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

a In-Patient Benefit

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

b Coma Benefit

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

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

c Convalescence Benefit

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

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

INDEPENDENT FINANCIAL ADVICE

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

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**

PERSONAL ACCIDENT SECTION CONTINUED

This benefit shall cease

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

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

- d up to 50% of the 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**.

TRAUMA COUNSELLING

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

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

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

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

SICKNESS COVER (IF INSURED)

COVER

The Insurer will pay the Insured the Sums Insured shown in the Schedule if the Insured Person contracts a Sickness during the Period of Insurance.

Conditions in addition to Policy and Personal Accident Section Conditions

- 1 The Insurer will only pay Temporary Total Disablement or Sickness Extension in respect of any one Insured Person for the same Loss

Exclusions in addition to Policy and Personal Accident Section Exclusions

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

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

3 CLAIMS

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

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

CONDITIONS CONTINUED

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

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

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

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

the Insurer will:

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

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

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

6 DISCHARGE OF LIABILITY

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

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.

CONDITIONS CONTINUED

9 RIGHTS OF PARTIES

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

10 ASSIGNMENT

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 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**
- e **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

f 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

g 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**.

12 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.

13 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.

14 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.

15 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.

CONDITIONS CONTINUED

16 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**.

17 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 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.

- c 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.

- d Payment by **the Insurer** to **the Insured** of any **Weekly Benefit** does not prejudice **the Insured's** entitlement to any other **Benefit** but payment of **Weekly Benefits** will cease if **the Insurer** pays any of the **Capital Sum Benefits** and **the Insurer** will not be liable to pay any further **Benefits** in respect of the same **Insured Person** for the same **Loss**.
- e 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.

- f **The Insurer** will not pay more than one of the **Benefits** 1 to 4 shown in the Table of Sums Insured in respect of any one **Insured Person** for injuries arising from the same **Loss**.
- g **The Insurer** will not pay **Temporary Total Disablement** and **Temporary Partial Disablement** concurrently for the same **Loss**.
- h 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.
- i 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
- j **The Insurer** will pay either **Temporary Total Disablement** or **Sickness** in respect of any one **Insured Person** for the same **Loss**
- k If the period of disablement is not consecutive a new **Deferment Period** does not apply.

18 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**.

CONDITIONS CONTINUED

19 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 Policy 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.

and

1 RADIOACTIVE CONTAMINATION

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

- a** ionising radiations 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.

2 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.

d any **Sickness** for which medical advice or treatment has been sought or received by the **Insured Person** in the twelve (12) calendar months prior to the original first **Period of Insurance** or commencement of the **Sickness Section**

e any **Sickness** resulting from the **Insured Person** failing to follow advice of a **Qualified Medical Practitioner**

f any **Sickness** which commences within the first 28 days after the date from which an **Insured Person** first becomes covered under the **Sickness Section** unless the **Insured Person** was covered by another sickness insurance immediately prior to this **Sickness Section**

g any **Sickness** which is suffered as a result of the **Insured Person** being pregnant or giving birth unless **Sickness** arises from a diagnosed medical complication which is not a normal symptom of pregnancy or childbirth.

h any **Sickness** contracted by an **Insured Person** who is over sixty five (65) years of age at the start of the latest **Period of Insurance**

3 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.

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: accasm@allianz.co.uk

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

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk

Telephone: 0800 023 4567 or 0300 123 9123

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

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

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

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: accasm@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, but emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100

FAIR PROCESSING NOTICE – HOW WE USE PERSONAL INFORMATION

1 WHO WE ARE

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

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

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

2 HOW WE USE PERSONAL INFORMATION

We use personal information in the following ways:

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

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

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

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

Further details can be found below.

3 AUTOMATED DECISION MAKING, INCLUDING PROFILING

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

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

4 THE PERSONAL INFORMATION WE COLLECT

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

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

5 WHERE WE COLLECT PERSONAL INFORMATION

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

From other persons or organisations, for example:

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

FAIR PROCESSING NOTICE – HOW WE USE PERSONAL INFORMATION CONTINUED

6 SHARING PERSONAL INFORMATION

We may share personal information with:

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

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)

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

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

Email: accsm@allianz.co.uk
Phone: 01483 552438

10 ALLIANZ (UK) GROUP DATA PROTECTION OFFICER CONTACT DETAILS

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

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

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

Email: dataprotectionofficer@allianz.co.uk
Phone: 0330 102 1837

CHANGES TO OUR FAIR PROCESSING NOTICE

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

FAIR PROCESSING NOTICE – HOW WE USE PERSONAL INFORMATION

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.

Trade Direct Insurance Services Limited (company number 1580129).
Registered office: Trade Direct House, Ockford Road,
Godalming, Surrey, GU7 1RH.

Trade Direct Insurance Services Ltd is authorised and regulated by
the Financial Conduct Authority (FCA), firm registration number 307734.
You can check this by visiting the FCA website at www.fca.org.uk/register
or by contacting the FCA on 0800 111 6768

allianz.co.uk

 **[allianzUKbroker](https://twitter.com/allianzUKbroker)**

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.