



Commercial Select Amendment Schedule

Please note that you must advise your insurance adviser of any changes to the risk and items to be covered.
An * indicates where changes have occurred.

Policy Number: 27/SZ/29238657/01

Agreement Number: Not Applicable

Account Number: 27/14771

Insurance Adviser: Price Forbes and Partners

The Insured: ASSOCIATION OF RACING DRIVERS SCHOOLS (ARDS)

Postal Address:
CASTLE COOMBE CIRCUIT
CASTLE COOMBE
CHIPPENHAM
WILTSHIRE
SN14 7EY

Renewal Date: 01/01/2027 at 12:00 hrs

Business Description: DELIVERY OF DRIVER INSTRUCTION AND GOVERNANCE OF ARDS INSTRUCTOR LICENSING SCHEME

Clauses applicable to the whole policy (please refer to the Clause Details for full wordings)

Z/1950/1 P&C Two Year Fixed Rating Agreement

Personal Accident

Insured Persons Categories

A

All Members of the Insured that have paid their annual subscription

Operative Time

Occupational including Commuting

Part 1. Accident Cover Scale of Compensation

Item Description	Sum Insured
1. Death (Fixed)	£65,000
2. Loss of Sight One Eye/One Limb/Hearing One Ear/Speech (Fixed)	£65,000
3. Loss of Sight Both Eyes/Limbs/Hearing Both Ears(Fixed)	£65,000
4. Permanent Total Disablement (Fixed)	£65,000

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5. Temporary Total Disablement (per week) - Percentage of Weekly Wage	75.00%
6. Temporary Partial Disablement (per week) - Percentage of Weekly Wage	40.00% *
Deferment Period for Items 5 and 6 (days)	14
Maximum Benefit Period for Items 5 and 6 (Weeks)	52

Maximum Benefit anyone Insured Person

Max Benefit Items 1-4 (per person)	£50,000
Max Benefit Items 5-6 (per week)	£1,000

Accumulation Limits

Aircraft Accumulation Limit	£10,000,000
Event Accumulation Limit	£10,000,000
Non-Scheduled Air Accumulation Limit	£2,000,000
Contamination by Terrorism Accumulation Limit	£5,000,000

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

S/1/1 Personal Accident Extensions

Business Travel Section

B

All Category A Insured Persons
Operative Time
Business Travel outside or within the United Kingdom
Item Description

Item 1. Emergency Medical and Other Expenses	£100,000
Item 2. Cancellation, Curtailment and Change of Itinerary	NIL
Item 3. Personal Property	NIL
Item 4. Money	NIL
Item 5. Personal Liability	NIL
Item 6. Hijack and Kidnap	NIL
Item 7. Political Evacuation	NIL
Item 8. Legal Expenses	NIL

Declared Travel Pattern (Days)

UK	NIL
Europe	NIL
USA & Canada	NIL
Rest of the World	NIL
Total	NIL

Accumulation Limits

Cancellation, Curtailment, Change of Itinerary Accumulation Limit	£250,000
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Clauses applicable to this Section (please refer to the Clause Details for full wordings)

S/2/1 Medical Expenses Only
Z/1717/1 Business Travel Section Exclusions - Cyber Event

Clause Details

Z/1950/1 P&C Two Year Fixed Rating Agreement

In consideration of The Insured agreeing to maintain all applicable sections of this Policy specified below on force for the Period of Agreement specified below, it is agreed The Insurer will provide and The Insured will renew the Policy at the rates of premium in force for the applicable sections for the expiring Period of Insurance, adjustable in accordance with the following when calculated for the First Renewal Period

A. All Sections Sections

Loss Ratio - Rating Change

45% or less - Increase of 0% will be applied

Greater than 45% but less than 60% - Increase of 2.5% will be applied

Greater than 60% - The Insured is under no obligation to accept an increase of greater than 5%

B. All Sections Sections

Loss Ratio - Rating Change

45% or less - Increase of 0% will be applied

Greater than 45% but less than 60% - Increase of 2.5% will be applied

Greater than 60% - The Insured is under no obligation to accept an increase of greater than 5%

Provided that:

- A. The Insured wherever possible notifies The Insurer immediately of all known injury, loss, destruction, damage or consequential loss or any such event which may give rise to a claim under the Policy which has occurred or been caused during the Period of Agreement
- B. Sums Insured, declared valuations, and estimates on which the premium is based are to be reviewed by The Insured prior to the end of the first annual Period of Insurance within the Period of Agreement and will form the basis of the premium calculation for each subsequent annual Period of Insurance within the Period of Agreement
- C. The Insurer may terminate this Agreement or amend the rates of premium, terms and conditions of this Agreement to reflect material:
 - i. changes in the Business which increase the risk exposure
 - ii. acquisition or disposals of companies by The Insured
 - iii. increase in Sums Insured, declared valuations, and estimates for each annual Period of Insurance within the Period of Agreement (where such changes exceed 133% of the values at the Commencement Date)
 - iv. changes to or introduction of legislation, regulatory requirements, government guidance (including without limitation any update to or reissue of the Ogden Tables) or a material legal precedent established by any court of law with jurisdiction over the terms and conditions of the Policy
 - v. changes in the availability, access to or cost of reinsurance cover to The Insurer or any new limitations imposed upon The Insurer by any reinsurers
- D. any increase in Insurance Premium Tax will be paid by The Insured in addition to the premium
- E. this agreement applies to any Policy or Policies which may be issued by The Insurer in substitution of this Policy during the Period of Agreement
- F. this agreement applies separately to the Policy Sections specified in A and B above, and the loss ratio's will be calculated separately for Policy Sections A and B in accordance with definitions below

All other terms, conditions and exclusions of this Policy continue to apply

For the purposes of this agreement the following definitions shall apply:

1. Period of Agreement shall mean, together:

- a. 01/01/2026 (the Commencement Date) to 01/01/2028 and

- b. 01/01/2026 to 01/01/2027 (the First Renewal Period)
2. Loss Ratio shall mean the sum of Total Claims Incurred divided by Earned Premium shown as a percentage and calculated at the Assessment Date.
- For the purposes of this definition:
- a. Total Claims Incurred shall mean the sum of claims paid and all amounts reserved and outstanding (including costs and expenses) under the Policy as at the Assessment Date in respect of the applicable sections (A and B above) occurring for the period up to 11 months after the Commencement Date of the Period of Agreement as assessed by The Insurer.
 - b. Earned Premium shall mean the total premium (net of commission and broker remuneration) paid in respect of the applicable sections above occurring for the period up to 11 months after the Commencement Date of the Period of Agreement inclusive of any adjustments but exclusive of Insurance Premium Tax. For the avoidance of doubt, Risk Management Funds, Low Claims Rebates, and annual Premium Adjustments (Employers Liability, Public / Products and Business Interruption Declarations) shall not form part of the Earned Premium.
 - c. Assessment Date shall mean 11 calendar months after the Commencement Date in relation to the First Renewal Period.

S/1/1 Personal Accident Extensions

The Personal Accident Extensions are deleted with the exceptions of the following: Dental Expenses Fracture Benefit Funeral Expenses and Urgent Estate Expenses Hospitalisation Benefits Optical Expenses Rehabilitation Expenses Trauma Counselling Applicable Section(s): Personal Accident

S/2/1 Medical Expenses Only

The following Items of Cover are deleted: 2-8. Applicable Section(s): Business Travel

Z/1717/1 Business Travel Section Exclusions - Cyber Event

This Section does not cover claims in any way caused or contributed to by a Cyber Event or Denial of Service.

Definitions

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

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

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

Write-back

Where coverage is provided, this exclusion does not apply to

1. The following coverage under the Business Travel Section
Item 1-Medical and Emergency Travel Expenses

Item 7-Political Evacuation

2. Sickness

Subject otherwise to the terms, conditions and exclusion of this Policy.

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Introduction

Thank you for choosing Allianz Insurance plc.

We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs, we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

Your Commercial Select Policy is made up of several parts which must be read together as they form your contract of insurance with Allianz Insurance plc. Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, conditions and exclusions. If you wish to change anything or there is anything you do not understand, please let your insurance adviser know.

The parts of the Policy which form your contract of insurance (excluding any Section covering Directors and Officers Liability, Cyber or Professional Indemnity) 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 General 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 (as shown on the Schedule)
- the Exclusions and Conditions which apply to the Sections selected by you
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

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



IMPORTANT
Should you need further details or have any questions, your insurance adviser will be delighted to help.

This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

Introduction (continued)

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

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

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

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

Notifying a Claim

(Not applicable to Commercial Legal Expenses Section claims)

Claims under this Policy should be notified to the Insurer in accordance with General Condition 3 at the following Allianz Claims Handling Offices.

Please provide your policy number, and as much information as possible about the claim:

Allianz Claims Handling Office Telephone Numbers:

For Property Damage claims

Telephone: **0344 412 9988**

Email: newpropertyclaims@allianz.co.uk

For Liability, Personal Accident and non-medical Business Travel claims

Telephone: **0344 893 9500**

Email: casualtyclaims@allianz.co.uk

For Engineering claims

Telephone: **01483 265825**

Email: claims@allianzengineering.co.uk

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

Telephone: **0345 604 9824**

For Medical Emergency whilst overseas

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

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

Telephone: **020 3451 3679**

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

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

Email: cyberclaims@allianz.com

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

Allianz addresses for claims correspondence:

Allianz Claims
PO Box 5290
Worthing
BN11 9TB

For Cyber Claims:

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

Commercial Legal Expenses Section Claims

If the Insured needs to make a Claim under any operative cover provided by the Legal Expenses Section, as stated in the Policy Schedule the Insured should call Lawphone Legal Helpline on **0370 241 4140** and quote the Master Policy reference contained within the Policy Schedule.

The Insured will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call the Insured back. The Insurer will send the Insured a claim form to complete and sign. This must be returned, together with a copy of the Insured's Policy Schedule.

Please note that the Insured Person must not appoint a solicitor. If the Insured Person has already seen a solicitor before the Insurer has accepted the Insured Person's claim, the Insurer will not pay any fees or other expenses that the Insured Person has incurred.

If the Insured Person's claim is covered, the Insurer will appoint the Legal Representative that the Insurer has agreed to in the Insured Person's name and on the Insured Person's behalf, subject to the terms and conditions of the Legal Expenses Section. The Insurer will only start to cover the Insured Person's Legal Expenses from the time the Insurer has accepted the claim and appointed the Legal Representative.

The Insurer's address is:

The Claims Department
Allianz Legal Protection
Allianz-ALP
PO Box 5290
Worthing
BN11 9TB

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

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.

General Definitions

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

Business

The Business Description stated in the **Schedule**

Excess

(not applicable to the Employers' Liability Section)

The first part of each and every claim, for which **the Insured** is responsible

Period of Insurance

The period from the Effective Date to the Renewal Date as shown in the **Schedule**

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

Premises

The address or addresses shown in the **Schedule** or notified to **the Insurer**, including their grounds, all within the boundaries for which **the Insured** are responsible

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

Sum Insured

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

The Insured

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

The Insurer

Allianz Insurance plc

Total Sum Insured

The total of the **Sums Insured** for each item payable by **the Insurer** under any **Section**

United Kingdom

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

General Exclusions

This Policy does not cover

1 Radioactive Contamination

(Not applicable to the Computer, Engineering Machinery Damage, Engineering – Business Interruption, Fidelity Insurance, Cyber and Directors and Officers Sections)

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

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

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

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

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

2 War

(Not applicable to the Employers' Liability, Personal Accident, Business Travel, Terrorism, Fidelity Guarantee, Cyber and Directors and Officers Sections)

Any claim, loss, damage, destruction, death, injury, disablement or liability, cost or expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- b the discovery, detonation or explosion of Munitions (including both controlled and uncontrolled detonations and explosions), whether or not a state of war is current at the time of discovery, detonation or explosion; or
- c any action taken to disarm, diffuse, dispose of, neutralise, make safe, or otherwise remove Munitions, whether or not a state of war is current at the time,

regardless of any other cause or event operating concurrently, independently or in any other sequence to cause the loss, damage or liability.

For the purposes of this Exclusion

Loss includes, but is not limited to, financial and business interruption loss (including business interruption loss covered under the Extensions to the Business Interruption Sections), physical loss, loss of value, marketability or use of property, fines and penalties.

General Exclusions (continued)

Munitions mean any weapons or munitions from a current or historic war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military or usurped power, including but not limited to bombs, missiles, torpedoes, mines, ammunition, explosive devices, or any parts thereof, and any unexploded, derelict, abandoned and unused munitions or weapons.

3 Terrorism

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

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

loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

- i any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
- ii any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

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

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

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

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

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

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

General Exclusions (continued)

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

4 Cyber and Data Events

(Not applicable to Terrorism, Employers' Liability, Public Liability, Public and Products Liability, Aviation Products Liability, Professional Indemnity, Computer, Directors and Officers, Cyber, Accident, Business Travel or Commercial Legal Expenses Sections)

- a any Cyber Loss;
- b any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, arising out of or in connection with, or consisting of any Data Loss; or
- c any cost, expense or fee incurred in replacing, reinstating, recovering, restoring or reproducing intangible elements of any Computer System,

regardless of any other cause or event operating or contributing concurrently, independently or in any other sequence to cause the claim, loss or damage.

But, subject to all the terms, conditions, limitations, exclusions and endorsements to this **Policy**:

- i this exclusion will not apply to Physical Damage to Tangible Property at the **Premises** during the **Period of Insurance** by a Non-Cyber Cause which itself results from a Cyber Act or Cyber Incident, together with any business interruption solely and directly resulting from such Physical Damage to Tangible Property, provided always that the **Policy** will not cover:
 - a any loss, costs or expenses comprising or consisting of Data Loss (including where resulting from Physical Damage to Tangible Property) other than as set out in sub-clause ii below;

- b any loss, distortion, erasure, corruption or alteration of or inability to access or use any other intangible property or assets or intangible elements of Computer Systems (including where resulting from Physical Damage to Tangible Property) or any business interruption resulting therefrom;
- c any business interruption caused or contributed to by any Data Loss which results directly or indirectly from Physical Damage to Tangible Property.

- ii should Data Processing Media owned or operated by **the Insured** suffer physical loss or physical damage by a Non-Cyber Cause which is otherwise insured by this **Policy**, this exclusion will not apply to the cost of repairing or replacing the damaged Data Processing Media plus the costs of copying Data from back-up or from originals of a previous generation onto the replacement or repaired Data Processing Media, but only where such back-ups or originals of a previous generation still exist and are accessible and provided always that the **Policy** will not cover:

- a any research and engineering costs;
- b any costs of recreating, gathering or assembling the Data;
- c any reduction in value of Data or any amount pertaining to the value of such Data to **the Insured** or any Third Party, even if such Data cannot be recreated, gathered or assembled or copied from back-up or from originals of a previous generation;
- d any business interruption loss caused directly or indirectly by or contributed to by any Data Loss or by the copying from back-ups or originals of any Data.

General Exclusions (continued)

For the purposes of this Exclusion

Any reference to the word 'loss' includes, but is not limited to, financial and business interruption loss (including business interruption loss covered under any or all of the Extensions to the Business Interruption Sections), physical loss, loss of value, marketability or use of property (including intangible property), fines and penalties, other than where this exclusion refers specifically to a particular type of loss, such as 'physical loss' or loss comprising or consisting of loss of **Data** or loss of other intangible property, in which case the word 'loss' will be interpreted in the context within which it is used

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, virtual server, cloud or microcontroller, including any similar system or any configuration or networks of the aforementioned and including any associated input, output, data storage or processing device, networking equipment, internet, intranet, virtual private network or similar facilities, or back up facility, located anywhere in the world and irrespective of whether such computer system is owned or operated by **the Insured** or any Third Party

Cyber Loss means any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken or advice given to control, prevent, suppress, or remediate any Cyber Act or Cyber Incident or to mitigate or otherwise reduce the effects of any Cyber Act or Cyber Incident

Cyber Act means any unauthorised, malicious or criminal act (whether or not directed at **the Insured**), regardless of time and place, or the threat or hoax thereof, involving access to, processing, use, manipulation or operation of, or impairing any Computer System or Data, including but not limited to any unauthorised or malicious direction of network traffic or introduction of code, malware, virus or ransomware

Cyber Incident means:

- a** any error or omission involving access to, processing of, use of or operation of any Computer System, whether any such error or omission is made by or on behalf of **the Insured** or any Third Party;
- b** any partial or total unavailability or failure of or reduction in functionality or operability of any Computer System (whether temporary or permanent) or inability to access, process, use or operate any Computer System; or
- c** any partial or total inability to access, process, transmit, store or use any Data or any error or omission involving accessing, processing, transmitting, storing or using any Data, whether any such error or omission is made by or on behalf of **the Insured** or any Third Party

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form which is (or is capable of being) used, accessed, processed, transmitted or stored by a Computer System.

Data is not limited to **the Insured's** Data but includes Data which is owned, accessed, processed, transmitted, stored or used by any Third Party anywhere in the world

General Exclusions (continued)

Data Loss means any loss, distortion, erasure, corruption, theft, alteration, or manipulation of Data (whether temporary or permanent) or loss of use, reduction in functionality or reduction in value of Data or the act of (and costs and expenses associated with) repairing, replacing, reinstating, recovering, restoring or reproducing any Data

Data Processing Media means any tangible property insured by this **Policy** on which Data can be stored but not the Data itself

Non-Cyber Cause means a cause, other than a Cyber Act, Cyber Incident, Data Loss or other cyber related cause, which is not otherwise excluded by the **Policy**.

Physical Damage to Tangible Property means accidental, physical loss, damage or destruction to tangible property insured under this **Policy** which is owned by **the Insured** or for which **the Insured** is responsible, excluding any Data and intangible elements of Computer Systems

Third Party means any person or entity other than **the Insured** (including, but not limited to, information technology and computer service suppliers, data centre operators, internet service providers, customers or suppliers of **the Insured**, transport operators, infrastructure providers, utilities and supply undertaking service providers or producers, telecommunication service providers and persons or entities wholly unconnected with **the Insured**, its **Business**, its Computer Systems or any Data which it owns, uses or relies on)

5 **Contagious and Infectious Disease**

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

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

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

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

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

General Exclusions (continued)

For the purposes of this exclusion:

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

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

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

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

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

Contagious or Infectious Disease means

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

Pathogen means

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

6 Nationalisation

(Not applicable to the Employers' Liability Section)

Loss, damage, destruction, cost, expense or consequential loss occasioned by nationalisation, confiscation, expropriation, selective discrimination, deprivation, requisition or seizure by the Government or any public authority.

General Exclusions (continued)

7 Biological or Chemical Materials

(Not applicable to the Employers' Liability, Personal Accident, Business Travel, Terrorism, Fidelity Guarantee, Cyber and Directors and Officers Sections)

Any claim, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event operating or contributing concurrently, independently or in any other sequence to cause the claim, loss or damage

8 Sanctions

Loss or benefit for any business or activity to the extent that the provision of such cover, payment of any claim or provision of such benefit would expose **the Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. For the avoidance of doubt any valid licence from the Office of Financial Sanction Implementation or similar authorised regulatory body shall have no bearing on this insurance, and this **Policy** will consider the sanction, prohibition or restriction to remain in force.

General Conditions

1 Fair Presentation of the Risk

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

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

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

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

For the purposes of this condition references to:

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

2 Reasonable Precautions

(Not applicable to the Directors and Officers Liability Section)

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

3 Claims

(Not applicable to the Directors and Officers Liability, Cyber or Environmental Impairment Liability Section)

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

General Conditions (continued)

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

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

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

4 Cancellation

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

Insurers Cancellation Rights

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.

Insured's Cancellation Rights

The **Policy** may be cancelled at **the Insured's** request however **the Insured** will not be entitled to a return premium. To cancel the **Policy**, please contact the insurance adviser who arranged the **Policy**.

5 Fraud

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

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

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

the Insurer will:

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

General Conditions (continued)

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

In that event, **the Insured** will:

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

6 Discharge of Liability

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

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

- A** the Limit of Indemnity
or
- B** the **Sum Insured**
or
- C** a lesser amount for which such claim or claims can be settled after deduction of any sums already paid.

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

7 Loss Reduction Conditions

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

- a** operates only in connection with particular premises or locations, **the Insurer** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;

- b** operates only at particular times, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;
- c** would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

8 Law Applicable and Jurisdiction

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

Unless agreed otherwise by **the Insurer**:

- a** the language of the **Policy** and all communications relating to it will be English; and,
- b** The **Policy** will be subject to the law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon the territory within which the registered or principal office of **the Insured** is located. If there is any dispute as to which law applies, it will be the law of England and Wales.
- c** The parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales, Scotland, Northern Ireland, the Isle of Man, or the Channel Islands depending upon the territory within which the registered or principal office of **the Insured** is located.

If there is any dispute as to which jurisdiction applies, it will be the Courts of England and Wales.

9 Rights of Third 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.

General Conditions (continued)

10 Assignment

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

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

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

11 Survey and Risk Improvement – Subjectivity

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

Subject to Survey

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

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

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

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

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

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

Risk Improvements

It is a condition precedent to the liability of **the Insurer** that **the Insured** must comply with all survey risk improvement recommendations required and classified as high Priority or Important by **the Insurer** within completion time scales specified by **the Insurer**

In the event that a risk improvement recommendation classified as High Priority or Important by **the Insurer** 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**

General Conditions (continued)

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**.

12 Multiple Insureds

If there is more than one entity insured under this **Policy** then:

- a** The total liability of **the Insurer** under this **Policy** to such insured entities shall be the same amount as if there was only one insured entity and any such amount shall not exceed any **Sum Insured** or limit stated therein.
- b** the total liability of **the Insurer** to all insured entities under this **Policy** collectively in respect of the cover insured by the **Policy** shall not exceed the **Total Sum Insured** or in respect of any item its **Sum Insured** or any other stated limit of liability.
- c** any payment or payments made by **the Insurer** or other expenses incurred by **the Insurer** in settlement of a claim under the **Policy**, to any one or more of the insured entities, shall reduce to the extent of that payment or expense the liability of **the Insurer** to all such insured entities.

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 Allianz Complaints Team at:

Allianz Complaints Team
Allianz Insurance plc
PO Box 5291
Worthing
BN11 9TD

Telephone number: **01483 552438**
Fax number: **01483 790538**
Email: commercialcomplaints@allianz.co.uk

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

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: financial-ombudsman.org.uk
Telephone: **0800 023 4567** or **0300 123 9123**
Email: complaint.info@financial-ombudsman.org.uk

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

Financial Services Compensation Scheme

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

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

Privacy Notice Summary

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

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

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

When we refer to "we", "us" and our in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Pet Plan Limited and Vet Envoy Limited who are all part of the Allianz UK Group which includes insurance companies, insurance brokers and other companies owned by the Allianz UK Group.

Please see link for a detailed list of these companies here: allianz.co.uk/about-allianz/our-organisation.html#azuk.

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

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

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

Telephone: **0208 231 3992**
Email: datarights@allianz.co.uk
Address: Allianz Insurance plc,
PO Box 5291
Worthing
BN11 9TD

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

Telephone: **0330 102 1837**
Email: dataprotectionofficer@allianz.co.uk
Address: Data Protection Officer,
Allianz Insurance plc,
PO Box 5291
Worthing
BN11 9TD

Employers' Liability Tracing Office

If your policy provides Employers' Liability cover information relating to your insurance policy will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011.

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

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

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

The Database will be managed by the ELTO and further information can be found on the ELTO website elto.org.uk.

Additional Benefits

24 Hour Lawphone Legal Advice Helpline

When the Commercial Legal Expenses Section of this Policy is operative, the Insured gains the automatic benefit of access to a team of qualified legal advisers for advice on any commercial legal matter 24 hours a day, 365 days a year. The advice the Insured receives from the Lawphone Legal Advice Helpline will always be according to the laws of Great Britain and Northern Ireland.

To use this service ring **0370 241 4140**.

The Insured should quote the Master Policy reference contained within the Policy Schedule and provide a brief summary of the problem. The details will be passed to an adviser who will return the Insured's call.

All areas of Business law are covered. This advice is available to the Insured during the currency of the Policy, although no liability can be accepted for inability to provide advice due to breakdown or failure of the telephone network.

This telephone helpline is provided by Allianz Legal Protection, part of Allianz Insurance plc, who may record calls to protect the Insured.

Allianz Legal Online

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

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

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

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

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

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

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

24 Hour Glass Replacement

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

Personal Accident Section

Making a Claim

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

Claims Division Allianz Insurance plc
PO Box 5290
Worthing
BN11 9TB

Telephone number: **0344 893 9500**
Email: casualtyclaims@allianz.co.uk

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

Policyholder Helplines

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

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

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

Medical Advice Line

Telephone number: **+44(0) 1483 260 757**

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

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

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

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

Personal Accident Section (continued)

Section 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 severe weather conditions, insect or animal bite, unintentional drowning, poisoning or asphyxiation

which

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

Additional Insured Persons

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

Aircraft Accumulation Limit

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

Annual Salary

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

Associated Illness

Sickness, disease or Post Traumatic Stress Disorder that results directly from the **Insured Person** sustaining **Accidental Bodily Injury** that would not otherwise have arisen and had not previously arisen.

Benefit

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

Business Trip

Any journey undertaken by an **Insured Person** on behalf of **the Insured** in connection with the **Business of the Insured** that forms part of the **Declared Travel Pattern**.

Capital Sum Benefit

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

Clause

Any addition, variation or alteration to the terms of this **Policy** as detailed on the **Schedule**.

Computer System

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

Contamination

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

Contamination by Terrorism Accumulation Limit

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

Personal Accident Section (continued)

Continental Scale

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

1 Permanent loss by physical separation of:

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

2 Permanent total loss of use of:

a shoulder or elbow	25%	
b wrist, hip, knee or ankle	20%	
c total loss of use of the neck or cervical spine with no damage to the spinal cord	30%	
d total loss of use of the back or spine below the neck with no damage to the spinal cord	40%	
e of one lung or one kidney, the spleen or the liver	25%	
f taste	5%	
g smell	5%	

3 Removal by surgical operation of lower jaw	30%
4 Sickness resulting in Loss of Sight or Permanent Total Disablement by paralysis	20%
5 Permanent facial scar	
a 1cm to 5cm long on the face	5%
b over 5cm long on the face	10%
6 Loss of intellectual capacity	100%

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

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

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

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

Country of Residence

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

Cyber Event

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

Death

Death caused by **Accidental Bodily Injury**.

Personal Accident Section (continued)

Declared Travel Pattern

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

Deferment Period

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

Denial of Service

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

Dental Injury

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

Dependant Adult

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

Dependant Child

The unmarried children, stepchildren, foster children and legally adopted children who are either under eighteen (18) years of age or under twenty three (23) years of age if studying in full time education at the time of **Death** of the **Insured Person** and for whom the **Insured Person** was the parent or legal guardian.

Directors

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

Employee

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

Europe

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

Event Accumulation Limit

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

First Aid Expenses

Expenses necessarily incurred by the **Insured Person** or **the Insured** on behalf of the **Insured Person** for immediate and urgent treatment due to the **Insured Person** having sustained **Accidental Bodily Injury** which results in a valid claim for any of **Benefits** 1 to 6 as shown under **Personal Accident Section** of the Table of **Sums Insured** in the **Schedule**.

Hemiplegia

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

Hijack

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

Hospital

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

Hospitalisation/Hospitalised

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

Personal Accident Section (continued)

Insured Person

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

Insured Trip

- a Any **Business Trip** under six (6) months and any holiday which is purely ancillary to the **Business Trip** undertaken by an **Insured Person** and their accompanying **Spouse** and immediate family when approved by **the Insured** that forms part of the **Declared Travel Pattern**
 - or
- b Any other journey under six (6) months duration undertaken by an **Insured Person** or guest or Contractor of **the Insured** and their accompanying **Spouse** and immediate family when approved by **the Insured** that forms part of the **Declared Travel Pattern**
 - or
- c Any journey under thirty (30) calendar days duration undertaken by **Directors** of **the Insured** and their accompanying **Spouse**, immediate family and domestic staff
 - or
- d Any journey undertaken by business colleague friend or family of an **Insured Person** travelling on compassionate grounds with the agreement and at the expense of **the Insurer**.

Kidnapped/Taken Hostage

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

Loss/Losses

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

Loss of Hearing

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

Loss of Limb

In respect of

- a an arm – physical severance or permanent loss of use of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)
- or
- b a leg – physical severance or permanent loss of use at or above the level of the ankle (talo-tibial joint).

Loss of Sight

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

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

Loss of Speech

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

Maximum Benefit

The maximum amount of **Benefit** payable, as shown in the Table of Sums Insured in the **Schedule**.

Personal Accident Section (continued)

Maximum Benefit Period

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

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

Non-Scheduled Air Accumulation Limit

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

Operative Time

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

Paraplegia

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

Period of Insurance

Applying to Personal Accident and Business Travel Sections

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

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

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

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

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

whichever the sooner other than

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

Permanent Partial Disablement

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

Permanent Total Disablement

Any permanent disablement other than

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

Personal Accident Section (continued)

which having lasted without interruption for at least twelve (12) months, has no reasonable prospect of improving, and in the opinion of an independent referee who is a **Qualified Medical Practitioner** and acceptable to **the Insurer**, will in all probability permanently, completely and continuously prevent the **Insured Person** from engaging in or giving attention to:

- i their **Usual Occupation** if employed by **the Insured**
- ii business profession or occupation of each and every kind if the **Insured Person** is not employed by **the Insured**
- iii business profession occupation or schooling of each and every kind if the **Insured Person** is under eighteen (18) years of age or under twenty three (23) years of age and in full time education

for the remainder of their life.

Personal Property

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

Premises

Applying to Personal Accident and Business Travel Sections

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

Quadriplegia

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

Qualified Medical Practitioner

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

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

Scheduled Air Transport

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

Sickness

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

Spouse

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

Temporary Partial Disablement

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

Temporary Total Disablement

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

Terrorism

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

Triplegia

The permanent and total paralysis of three limbs.

Usual Occupation

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

Visitor

Personal Accident Section (continued)

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

War

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

Weekly Benefit

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

Weekly Wage

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

Operative Times

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

24 Hours

At anytime.

Occupational including Commuting

- a While an **Insured Person** is carrying out their occupational or voluntary duties for **the Insured** or travelling between:
 - i an **Insured Person's** place of residence and place of work
 - ii places of work at the expense of **the Insured**.
- b **Business Travel outside or within the United Kingdom**
- c **Away from premises**
- d **Assault**
- e **Motor Vehicle Travel**

Occupational

- a While an **Insured Person** is carrying out their occupational or voluntary duties for **the Insured** or while travelling between places of work at the expense of **the Insured**.
- b **Business Travel outside or within the United Kingdom**
- c **Away from premises**
- d **Assault**
- e **Motor Vehicle Travel**

Away from premises

While an **Insured Person** is:

- a carrying out their occupational or voluntary duties for **the Insured** and is not on **the Insured's** Premises
- b travelling between places of work where the travel is at the expense of **the Insured**.

Personal Accident Section (continued)

Assault

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

Motor Vehicle Travel

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

Business Travel outside or within the United Kingdom

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

- a outside the **United Kingdom or Country of Residence**: or
- b in the **United Kingdom or Country of Residence** involving
 - i an overnight stay away from the **Insured Person's** residence or
 - ii a flight in an aircraft or
 - iii involves either a journey by road rail or sea

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

Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

Business Travel outside the United Kingdom

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

Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

Cover

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

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

of that **Insured Person**.

Personal Accident Section (continued)

Extensions

Additional Insured Persons

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

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

1 Visitors to the Insured Premises

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

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

2 Spouse and Children

Provided that an **Insured Person** is

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

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

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

3 Guests or Contractors of the Insured

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

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

4 Members of the public rendering assistance

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

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

Assault Injury Enhanced Benefit

If an **Insured Person** sustains **Accidental Bodily Injury** as a direct result of an 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**.

Personal Accident Section (continued)

Bereavement Counselling

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

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

Catastrophe

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

Childcare Expenses

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

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

Crisis Management

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

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

Provided that

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

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

Dental Expenses

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

Dependant Adult and Child Benefit

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

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

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

Personal Accident Section (continued)

Domestic Assistance Expenses

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

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

Enhanced Permanent Total Disablement Benefit

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Paraplegia** or **Quadriplegia** or **Hemiplegia** or **Triplegia** and the **Benefit for Permanent Total Disablement** becomes payable, **the Insurer** will in addition pay **the Insured** one of the following benefits:

Paraplegia	£50,000
Quadriplegia	£125,000
Hemiplegia	£50,000
Triplegia	£85,000

First Aid Expenses

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

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

Fracture benefit

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

i	hip or pelvis (excluding coccyx or thigh)	£1,000
ii	femur or heel	£750
iii	skull (excluding jaw and nose), lower leg, collar bone, ankle, elbow, upper or lower arm (including the wrist but not a Colles fracture)	£500
iv	spine (vertebrae but excluding coccyx)	£1,000

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

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

Funeral Expenses and Urgent Estate Expenses

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

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

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

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

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

Personal Accident Section (continued)

Hospitalisation Benefits

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

a In-Patient Benefit

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

b Coma Benefit

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

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

c Convalescence Benefit

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

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

Independent Financial Advice

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

Modification Expenses Benefit

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

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

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

Optical Expenses

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

Personal Property

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

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

Personal Accident Section (continued)

Recruitment Expenses

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

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

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

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

Rehabilitation Expenses

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

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

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

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

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

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

This benefit shall cease

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

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

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

or

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

- e up to 10% of the **Loss of Limb(s) Benefit** paid or £75,000 whichever the lesser for the costs of prosthesis including any consultation costs.

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

Personal Accident Section (continued)

Relocation Expenses

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

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

Retraining Expenses

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

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

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

Retraining Expenses for Spouse of Insured Person

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

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

Return to Residence from Hospital Expenses

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

Simultaneous Death of the Insured Person and Spouse

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

Temporary Replacement Staff Expenses

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

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

Total Blindness

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

Personal Accident Section (continued)

Training Interruption Benefit

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

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

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

Trauma Counselling

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

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

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

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

Travel to Hospital Expenses for family

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

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

Personal Accident Section (continued)

Section Conditions

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

1 Claims conditions

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

- a** **the Insured or Insured Person** must provide **the Insurer** with all information and evidence which **the Insurer** may reasonably require at no cost to **the Insurer**
- b** **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
- c** **the Insured** must ensure that as soon as possible after the occurrence of any **Accidental Bodily Injury** **the Insured Person** obtains and follows the advice of a **Qualified Medical Practitioner**
The Insurer will not be liable for any bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of the **Insured Person's** failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed
- d** 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
- e** for **the Insured** to claim for **Weekly Benefits** under this **Policy** **the Insured Person** must have no other weekly benefits insurance in force except as declared to and accepted by **the Insurer** during the **Period of Insurance**.

2 Misrepresentation of facts relevant to an Insured Person

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

3 The Insurer's right to cancel this policy

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

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

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

Personal Accident Section (continued)

4 Cancellation - War Risks

The **Insurer** may cancel cover under this **Policy** in respect of **War** risks at any time and at its discretion by sending fourteen (14) days notice by recorded delivery post to **the Insured** at **the Insured's** last known address but such cancellation of cover will not apply for any **Business Trip** or **Insured Trip** outside of the **United Kingdom** or the **Insured Person's Country of Residence** which commenced prior to the effective date of the notice of cancellation. **The Insured** will notify all **Insured Persons** of such cancellation.

5 Fraudulent Claims

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

6 Payment of Premium

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

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

7 Change in Risk

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

8 Benefit Limits

- a** If the **Insured Person** is included in more than one **Category, Section or Clause** of this **Policy** the **Insurer** will only pay the larger **Benefit** or **Extension** respect of the same **Loss**.
- b** **Dental Expenses** shall be limited to £250 unless recommended safety equipment for protection against **Dental Injury** was being worn by the **Insured Person** whilst participating in any sport or activity for which the wearing of such safety equipment is reasonably required.
- c** **The Insurer** will not pay more than the **Maximum Benefit** for **Benefits** 1 to 6 or any other **Sum Insured** as shown in the **Schedule** for any one **Insured Person**.
- d** The **Maximum Benefit** payable in respect of **Death** of an **Insured Person** under 16 years of age or under 18 years of age and in full time education shall not exceed £25,000 or the **Benefit** stated in the **Schedule** whichever is the lower.
- e**
 - i** If payment is made to **the Insured** the maximum **Weekly Benefit** payable for
 - **Temporary Total Disablement** will not exceed 100%
 - **Temporary Partial Disablement** will not exceed 50%
 - ii** If **the Insured** requests payment to be made to **the Insured Person** the maximum **Weekly Benefit** payable for
 - **Temporary Total Disablement** will not exceed 75%
 - **Temporary Partial Disablement** will not exceed 30%

of the **Insured Person's** normal **Weekly Wage**.

- i** If payment is made to **the Insured** the maximum **Weekly Benefit** payable for
 - **Temporary Total Disablement** will not exceed 100%
 - **Temporary Partial Disablement** will not exceed 50%
- ii** If **the Insured** requests payment to be made to **the Insured Person** the maximum **Weekly Benefit** payable for
 - **Temporary Total Disablement** will not exceed 75%
 - **Temporary Partial Disablement** will not exceed 30%

of the **Insured Person's** normal **Weekly Wage**.

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

Personal Accident Section (continued)

- f** **Payment by the Insurer to the Insured** of any **Weekly Benefit** does not prejudice **the Insured's** entitlement to any other **Benefit** but payment of **Weekly Benefits** will cease if the Insurer pays any of the **Capital Sum Benefits** and **the Insurer** will not be liable to pay any further **Benefits** in respect of the same **Insured Person** for the same **Loss**.
- g** The **Schedule** shows the **Weekly Benefit** payable to **the Insured** for each complete working week of **Temporary Total Disablement** or **Temporary Partial Disablement**.

Payment for any incomplete working week will be calculated as a proportion of the **Weekly Benefit** shown in the **Schedule** equivalent to the number of days of disablement compared to the number of days which **the Insured** normally pays the **Insured Person** to work in a normal week.

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

- n** If the period of disablement is not consecutive a new **Deferment Period** does not apply.

9 Accumulation Limits

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

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

as applicable.

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

10 Disappearance

Death of any **Insured Person** shall not be presumed by reason of their disappearance.

If after a reasonable period of time has elapsed **the Insurer** having examined all the evidence available has no reason to suppose other than that the **Insured Person** has sustained an accident during the **Operative Time** resulting in their **Death**, the disappearance of such **Insured Person** shall be deemed to constitute **Death** by accident for the purposes of this **Policy**.

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

Personal Accident Section (continued)

Section Exclusions

This Section does not cover:

- 1 Any claim for any **Section** of this **Policy** arising out of or consequent upon or contributed to directly or indirectly by:
 - a any **Insured Person** taking part or whilst engaged in civil commotions or riots of any kind.
 - b the **Insured Person**
 - i taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for the Insured Person's own drug addiction or alcoholism
 - ii serving in the Armed Forces of any Nation or International Authority
 - iii participating in any sport as a professional
 - c **War** within the **Insured Person's Country of Residence**
- 2 Any claim in excess of:
 - a **Aircraft Accumulation Limit**
 - b **Non-scheduled Air Accumulation Limit**
 - c **Event Accumulation Limit**
 - d **Contamination by Terrorism Accumulation Limit**
 - e **£25 million**

whichever shall be the lower.

- 3 Any claim in any way caused or contributed to by a **Cyber Event** or **Denial of Service**.

Write-back

Where coverage is provided, this exclusion does not apply to

Accidental Bodily Injury **Sickness**

Business Travel Section

Making a Claim

Claims under the Personal Accident Section and Business Travel Section Items 1 to 7 of this **Policy** should be referred to:

Claims Division Allianz Insurance plc
PO Box 5290
Worthing
BN11 9TB

Telephone: **0344 893 9500**
Email: casualtyclaims@allianz.co.uk

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

Claims under **Item 8 Legal Expenses** of this **Policy** should telephone **Allianz Legal Protection** on **0370 241 4140** and quote Master Policy Number **34445**.

Policyholder Helplines

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

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

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

Medical Advice Line

Telephone: **+44(0) 1483 260 757**

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

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

If they don't have the answer, the medical team will source the required details and call back, email 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.

Business Travel Section (continued)

When the Business Travel Section is shown as insured on the schedule, the Insured or Insured Person is entitled to the following services in addition to the Medical Advice Line:

Lines are open 24 hours a day, 365 days a year

Pre-travel Helpline

Telephone: **+44(0) 1483 260 757**

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

Security and Emergency Medical and Security Assistance Service

Telephone: **+44(0) 1483 265696**

In the event of an employee suffering an illness or accident, there are medical professionals who will take control and manage the process.

Their services include:

- Evacuation or repatriation for security or medical reasons with a qualified medical escort if medically advised
- Multi-lingual medical staff to converse with doctors and hospital overseas
- Contacting the hospital and dealing with any necessary fees covered under the policy
- Arranging for loved ones to visit

This includes advice and assistance for:

- Loss of passport and travel documents
- Lost luggage
- Stolen and lost credit cards
- Referral to English speaking lawyers
- Medical treatment for illness or accident

When contacting the Assistance operator please inform them that you are an Allianz Policyholder and ensure you have the following information available:

- The name of the Insured and policy number as stated on the policy schedule
- The name of the patient and the nature of the assistance required
- Who you are and your relationship to the policyholder and the patient, for example, I am the spouse of an Employee and looking after our child (the patient) we are all Insured under this policy
- Your contact number and email address
- Where you are and the contact details, for example, the doctors name, land line and hospital contact details

Tips learnt from prior calls:

- Keep your mobile charged, turned on, check your signal strength and ask for wifi
- Check the dial code for the country you're in, for example, you might have been skiing in Switzerland and been taken to France for medical treatment

Business Travel Section (continued)

Advice Before You Travel

The Insured or Insured Persons may also choose to consider the following services which are totally independent of and are not part of this policy:

Foreign, Commonwealth & Development Office (FCDO)

Travel Advice

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

It is strongly recommended that **the Insured** consults the travel advice section of the FCDO website (www.fco.gov.uk) before allowing an **Insured Person** to travel.

Note: Advice from the FCDO will be relevant to the cover provided by Item 7 – Political Evacuation.

Global Health Insurance Card (GHIC)

A GHIC entitles a person to reduced-cost, sometimes free, medical treatment that becomes necessary while they are in a European Union (EU).

Subject to restrictions, people who are ordinarily resident in the UK are entitled to a GHIC. There will be a transition period between the old EHIC and new GHIC card.

A person can apply for a GHIC:

- a by phone on **0300 330 1350**
- b online at nhs.uk/ghic

The Allianz Travel Oracle Website & Mobile App

The Allianz travel website and App provides business travellers with an invaluable source of pre-travel advice and destination information. Access can be from anywhere in the world via a secure log-on, and includes the following tools:

- Country Profiles Travel Alerts
- Pre-trip Advice and safety information
- Travel Tips
- Customizable Country Watch List
- Risk Map

The Website and App provide current travel information, advice and real-time alerts on breaking news globally.

The Allianz Travel Oracle Website address is traveloracle.healix.com/Allianz register using Master policy Number **ALZ193112**.

The mobile app is available on iOS and Android platforms and includes all the benefits of the Travel Oracle website, as well as an emergency mayday feature.

This feature provides the traveler with an email alert function to your emergency contact and a lifeline to medical and security assistance 24 hours a day.

Search the App Store or Play Store for '**Travel Oracle**' Install and then register using the policy number from your Allianz Schedule. After registration you will receive the bespoke Allianz version of the App.

Business Travel Section (continued)

Section 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 severe weather conditions, insect or animal bite, unintentional drowning, poisoning or asphyxiation

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

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 Equipment

Articles which are the property of **the Insured** for which the **Insured Person** is responsible or acquired during an **Insured Trip** to enable an **Insured Person** to perform their duties on behalf of **the Insured**.

Business Trip

Any journey undertaken by an **Insured Person** on behalf of **the Insured** in connection with the **Business** of **the Insured** that forms part of the **Declared Travel Pattern**.

Cancellation, Curtailment and Change of Itinerary

Accumulation Limit

The Insurer's maximum liability in the aggregate during the **Period of Insurance** 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** under **Item 2 - Cancellation, Curtailment and Change of Itinerary** and **Item 7 - Political Evacuation** as shown in the **Schedule**.

Cheque

For which **the Insured Person** is the authorised signatory.

Clause

Any addition, variation or alteration to the terms of this **Policy** as detailed on the **Schedule**.

Computer System

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

Country of Residence

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

Cyber Event

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

Death

Death caused by **Accidental Bodily Injury**.

Declared Travel Pattern

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

Business Travel Section (continued)

Denial of Service

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

Dental Injury

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

Dependant Adult

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

Dependant Child

The unmarried children, stepchildren, foster children and legally adopted children who are either under eighteen (18) years of age or under twenty three (23) years of age if studying in full time education at the time of **Death** of the **Insured Person** and for whom the **Insured Person** was the parent or legal guardian.

Directors

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

Employee

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

Europe

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

Financial Card

Debit or credit or charge cards for which the **Insured Person** is the authorised cardholder.

Hijack

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

Hospital

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

Hospitalisation/Hospitalised

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

Insured Person

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

Business Travel Section (continued)

Insured Trip

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

or

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

or

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

or

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

Keys

Key(s) to the doors to the residence safes alarms or usual place of employment of the **Insured Person** or vehicles owned by or hired by or leased to **the Insured** or the **Insured Person**.

Kidnapped/Taken Hostage

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

Loss/Losses

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

Loss of Hearing

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

Loss of Limb

In respect of

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

or

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

Loss of Sight

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

- a in both eyes if the **Insured Person's** name has been added to the Register of Blind Persons maintained by the **United Kingdom** government on the authority of a **Qualified Medical Practitioner**

or

- b in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Loss of Speech

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

Money

Any Coins or Banknotes bankers draft bill of exchange postal or money order signed travellers cheque and other **Cheque** letter of credit luncheon voucher money order phone card travel ticket Financial Card gift token and prepaid coupon which are taken on or acquired during an **Insured Trip** by the **Insured Person** and are intended for personal expenditure or business expenditure that is reclaimable from **the Insured**.

Business Travel Section (continued)

Operative Time

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

Period of Insurance

Applying to Personal Accident and Business Travel Sections

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

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

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

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

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

whichever the sooner other than

if the **Insured Person** is on an **Insured Trip** that continues beyond the expiry of the **Period of Insurance** for up to ninety(90) consecutive days from the end of the **Period of Insurance** or until the completion of the **Insured Trip** whichever is the sooner.

if the **Insured Person** is subject to a claim for **Hijack and Kidnap** then the **Period of Insurance** is extended for up to fifty two (52) weeks or until the **Insured Person** returns to their usual residence whichever is the sooner.

Permanent Partial Disablement

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

Permanent Total Disablement

Any permanent disablement other than

- a **Loss of Sight**
- b **Loss of Hearing**
- c **Loss of Limb**

which having lasted without interruption for at least twelve (12) months, has no reasonable prospect of improving, and in the opinion of an independent referee who is a **Qualified Medical Practitioner** and acceptable to **the Insurer**, will in all probability permanently, completely and continuously prevent the **Insured Person** from engaging in or giving attention to:

- i their Usual Occupation if employed by **the Insured**
- ii business profession or occupation of each and every kind if the **Insured Person** is not employed by **the Insured**
- iii business profession occupation or schooling of each and every kind if the **Insured Person** is under eighteen (18) years of age or under twenty three (23) years of age and in full time education

for the remainder of their life

Personal Property

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

Business Travel Section (continued)

Qualified Medical Practitioner

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

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

Rental Vehicle

Any car van or minibus rented by an **Insured Person** under a Rental Agreement from a licensed Rental Vehicle company.

Replacement Value

The full value to replace **Personal Property** or **Business Equipment** without deduction for wear and tear or depreciation.

Sickness

Any 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.

Strike or Industrial Action

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

Travel Documents

Passport visa travel tickets passes driving licence or any other essential travel documentation belonging to the **Insured Person** that are necessary for them to complete the purpose of the **Insured Trip**.

War

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

Operative Times

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

Business Travel outside or within the United Kingdom

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

- a outside the **United Kingdom** or **Country of Residence** or
- b in the **United Kingdom** or **Country of Residence** involving
 - i an overnight stay away from the **Insured Person's** residence or
 - ii a flight in an aircraft or
 - iii involves either a journey by road rail or sea

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

Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

Business Travel outside the United Kingdom

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

Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

Business Travel Section (continued)

Item 1 – Medical and Emergency Travel Expenses

24-hour Emergency Medical Assistance

You must contact us immediately about any serious illness or accident where you have to go in to hospital, return home early or extend your stay.

We are open 24 hours a day, 365 days a year.

Telephone: **+44 (0)1483 265 696**

For minor illnesses or accidents needing simple outpatient treatment where the medical expenses are under £500, if possible, please pay the bills, keep the receipts and make a claim when you return home.

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

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

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

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

Cover

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** or becomes ill outside the **United Kingdom** or their **Country of Residence** the **Insurer** will reimburse **the Insured** (in the case of a **Business Trip**) or **Insured Person** (if otherwise) for additional costs necessarily incurred by **the Insured** following the death, injury or illness of an **Insured Person** for:

a Medical Expenses outside the United Kingdom

All costs necessarily incurred outside the **United Kingdom** or outside of the **Country of Residence** of the **Insured Person** within two years as a result of the injury or illness of an **Insured Person** for reasonable costs for:

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

b Continued Medical Expenses inside the United Kingdom

Medical expenses necessarily incurred, and not otherwise available from the National Health Service, by an **Insured Person** in the **United Kingdom** within six (6) months from the date of return from an **Insured Trip** during which a claim under this Section of the **Policy** for the same continuing injury or illness has been accepted by **the Insurer** up to but not exceeding £50,000 any one **Loss** provided that **the Insurer's** written approval is obtained before any expenses are incurred.

Business Travel Section (continued)

c Emergency Travel Expenses

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

i Repatriation Costs

The cost of repatriation of an **Insured Person** to the **United Kingdom or Country of Residence** when in the opinion of the **Qualified Medical Practitioner** in attendance and the **Insurer's** medical advisers, the **Insured Person** is fit to travel.

ii Attendants Travel Expenses

Travel and accommodation expenses of up to three relatives or friends of an **Insured Person**, or a **Qualified Medical Practitioner**, who on medical advice is required to travel or remain with the **Insured Person** for the remainder of the **Insured Trip** to escort the **Insured Person** to their residence and/or work place as appropriate.

iii Body Transportation Costs

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

iv Immediate Family's Travel Expenses

Travel expenses in respect of any member of the **Insured Person's** immediate family who is travelling with the **Insured Person** in returning to the **United Kingdom or their Country of Residence** in the event of the **Insured Person** being medically repatriated.

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

- i expenses for up to two years from the date of injury or commencement of illness
- ii the **Sum Insured** shown in the **Schedule**
- iii £500 unless **the Insured** or the **Insured Person** has contacted and received agreement from the Emergency Medical Assistance service other than where immediate action is required to avert serious health or life threatening consequences.

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

Extensions

Childcare Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** or contracts an illness resulting in **Hospitalisation** outside their **Country of Residence** the **Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** for reasonable expenses necessarily incurred for the services of a registered childcare provider if on advice of a **Qualified Medical Practitioner** their **Spouse** is required to travel to or remain with the **Insured Person**.

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

Dental Expenses

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

Domestic Animal Costs

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** or contracts an illness resulting in **Hospitalisation** outside their **Country of Residence**, the **Insurer** will pay up to £500 for the additional costs necessarily incurred by the **Insured Person** for additional domestic kennel or cattery fees for pets owned by or entrusted to the **Insured Person**.

Funeral Expenses and Urgent Estate Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** or contracts an illness resulting in **Death** during an **Insured Trip** the **Insurer** will in addition pay

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

Business Travel Section (continued)

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** or contracts an illness that results in **Hospitalisation** outside 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 full twenty four (24) hour period which 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 total 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 full twenty four (24) hour period of convalescence during which the **Insured Person** is confined to their home or a registered nursing home on the recommendation of a doctor upon discharge following a period of **Hospitalisation**.

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

Search and Rescue Costs

If within the **Operative Time** an **Insured Person** is reported as missing and a search or rescue is instigated by an approved rescue or police authority where

- a** it is known or believed that the **Insured Person** has sustained **Accidental Bodily Injury** or has contracted illness
- b** the **Insured Person** is believed to be at risk from suffering **Accidental Bodily Injury** or contracting illness due to weather and/or safety conditions

the **Insurer** will pay up to a maximum of £50,000 for the necessary and reasonable costs incurred.

Trauma Counselling

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

- 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
- d** sustains **Accidental Bodily Injury** which resulting in **Permanent Partial Disablement** or **Permanent Total Disablement**
- e** is the subject of a claim under the **Hijack and Kidnap** or **Political Evacuation Sections** of this **Policy**

and is diagnosed by a **Qualified Medical Practitioner** as suffering from Post Traumatic Stress Disorder 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.

Business Travel Section (continued)

Item 2 – Cancellation, Curtailment and Change of Itinerary

Cover

If during the **Period of Insurance** the **Insured** or the **Insured Person** is forced to

- a** Cancel an **Insured Trip**
- b** Curtail an **Insured Trip**
- c** Replace an **Insured Person** on an **Business Trip**
- d** Rearrange to resume an **Insured Trip**
- e** Change the itinerary of a pre booked **Insured Trip**

as a direct and necessary result of any cause outside the control of **the Insured** or **the Insured Persons** control **the Insurer** will indemnify **the Insured** for

- i** deposits and advance payments (on a proportionate basis in respect of Curtailment)
- ii** charges for transport
- iii** charges for accommodation and sustenance
- iv** any other charges

reasonably and necessarily incurred and that are forfeit under contract or are not otherwise recoverable up to the **Sum Insured** and the **Cancellation, Curtailment and Change of Itinerary Accumulation Limit** shown in the **Schedule**.

Extensions

Delayed Departure

If within the **Operative Time** an **Insured Person** is delayed beyond the published departure time of the:

- a** Aircraft
- b** Sea vessel
- c** Train

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

- £50 after the first four (4) hours delay
- £50 for each subsequent full hour of delay

provided that the:

- i** **Insured Person** checks in at the airport or port or other departure point designated by the relevant travel provider not later than the latest check in time indicated by the travel provider
- ii** **The Insured** or **Insured Person** obtains written confirmation from the travel provider of the extent of and reason for any delay.

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

Piste closure

If within the **Operative Time** an **Insured Person** is unable to ski or snow board at their pre-booked resort, because the ski-lifts and ski-schools that you are due to use are closed as a result of adverse weather conditions **the Insurer** will pay up to £50 per day for the cost of extra transport or lift passes to let you ski or snow board at another resort.

The maximum amount payable for any one **Insured Person** is £200.

Business Travel Section (continued)

Item 3 – Personal Property

Cover

If within the **Operative Time** an **Insured Person** sustains theft or loss of or damage to **Personal Property** during an **Insured Trip** the **Insurer** shall indemnify the **Insured** for the benefit of the **Insured Person** the **Replacement Value** up to the **Sum Insured per Insured Person** shown in the **Schedule**.

Extensions

Automatic Reinstatement of Sums Insured

If within the **Operative Time** an **Insured Person** sustains theft loss of or damage to their **Personal Property** or **Business Equipment** or **Travel Documents** or **Keys** during an **Insured Trip** the **Insurer** shall not reduce the amount of any such loss from the **Sum Insured per Insured Trip** shown in the **Schedule** for any subsequent loss that an **Insured Person** sustains during the same **Insured Trip**.

Business Equipment

If within the **Operative Time** an **Insured Person** sustains theft or loss of or damage to **Business Equipment** during an **Insured Trip** the **Insurer** shall indemnify the **Insured** for the benefit of the **Insured Person** the **Replacement Value** up £3,000 per **Insured Trip**.

Delayed Personal Property

If within the **Operative Time** the **Personal Property** of an **Insured Person** is delayed during an **Insured Trip** the **Insurer** shall indemnify the **Insured** up to £2,000 for the benefit of the **Insured Person** for any reasonable expenses incurred by the **Insured Person** in purchasing essential replacement clothing toilet requisites and/or similar items.

Loss of Keys

If within the **Operative Time** an **Insured Person** sustains theft or loss of or damage to their **Keys** during an **Insured Trip** the **Insurer** shall indemnify the **Insured** up to £1,000 for the benefit of the **Insured Person** for the replacement and fitting costs of lock mechanisms and the reprogramming of remote control car keys.

Loss of Travel Documents

If within the **Operative Time** an **Insured Person** sustains theft or loss of or damage to **Travel Documents** during an **Insured Trip** or during a period of seven days immediately preceding the commencement of an **Insured Trip** or immediately following its completion the **Insurer** shall indemnify the **Insured** up to £2,000 for the benefit of the **Insured Person** for any reasonable additional costs for travel accommodation and other associated costs necessarily incurred to enable the **Insured Person** to obtain essential replacement **Travel Documents**.

Ski Equipment

If within the **Operative Time** the **Insured Person's** skis, ski poles, ski bindings, ski boots, snowboard, snowboard bindings and snowboard boots are:

- a lost or broken as the result of an accident;
- b lost or misplaced by an airline or other carrier on the outward journey and are delayed for at least twelve(12) hours after the arrival of the **Insured Person** at their destination;

during an **Insured Trip** to undertake Winter Sports the **Insurer** will pay the **Insured Person** up to £50 for each twenty four (24) hour period it is necessary for the **Insured Person** to hire replacement items up to a maximum amount of £200.

Business Travel Section (continued)

Item 4 – Money

Cover

If within the **Operative Time** an **Insured Person** sustains theft or loss of or damage to **Money** during an **Insured Trip** or during a period of one hundred and twenty hours (120) either immediately preceding the commencement of an **Insured Trip** or immediately following its completion the **Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** up to the **Sum Insured per Insured Trip** shown in the **Schedule**.

Extensions

Automatic Reinstatement of Sums Insured

If within the **Operative Time** an **Insured Person** sustains theft loss of or damage to **Money** during an **Insured Trip** the **Insurer** shall not reduce the amount of any such loss from the **Sum Insured per Insured Trip** shown in the **Schedule** for any subsequent loss that an **Insured Person** sustains during the same **Insured Trip**.

Financial Card and Cheque Misuse

If within the **Operative Time** an **Insured Person** sustains theft or loss of a **Financial Card** or **Cheque** during an **Insured Trip** the **Insurer** shall indemnify **the Insured** or **the Insured Person** for the benefit of the **Insured Person** for any financial loss incurred directly as a result of the **Financial Card** or **Cheque** being fraudulently used up to the **Money Sum Insured per Insured Trip** shown in the **Schedule**.

Item 5 – Personal Liability

Cover

If within the **Operative Time** an **Insured Person** on an **Insured Trip** becomes legally liable to pay the amount of any damages or other costs or expenses which result from the **Insured Person** causing death or bodily injury to third parties, or accidental loss of or damage to their property during the **Period of Insurance** and **Operative Time** up to the limit of indemnity shown in the **Schedule** in respect of any one **Loss**

provided that:

- i **the Insured** or **the Insured Person** must give immediate notice to **the Insurer** of any occurrence which may result in a claim under this Section of this **Policy** even if no notice of impending prosecution, inquest or inquiry has been issued to **the Insured** or **Insured Person**. **The Insured** or **Insured Person** must notify **the Insurer** immediately in writing if any notice of prosecution, inquest or inquiry is received by **the Insured** or **Insured Person**.
- ii **the Insured** or **Insured Person** must provide **the Insurer** with all information or documentation that **the Insurer** requests in connection with any occurrence which may result in a claim under this Section of the **Policy**.
- iii **the Insured** or **Insured Person** must forward to **the Insurer** every letter, writ or summons received by **the Insured Person** or **the Insured** in connection with any occurrence that is or may be the subject of a claim under this Section of this **Policy** immediately it is received.
- iv **the Insured** or **Insured Person** must not make any admission of liability, offer or promise or payment without **the Insurer's** specific written consent.
- v **the Insurer** is able at its discretion to take over the **Insured Person's** rights and conduct the defence or settlement of any claim in the name of the **Insured Person** and **the Insurer** is able to prosecute any other persons at its own expense and for its own benefit and the **Insured Person** gives **the Insurer** all information and assistance as **the Insurer** may require.
- vi **the Insurer** may at any time and at its sole discretion pay to the **Insured Person** an amount equal to the Limit of Indemnity shown in the **Schedule** or any lower amount for which any claim or claims can be settled and in that event **the Insurer** will not be under any further liability.

Business Travel Section (continued)

Extensions

Court Attendance

If, during the **Period of Insurance**, an **Insured Person** is required to attend Court in connection with a claim under this **Section** of the **Policy**, **The Insurer** will pay compensation to **The Insured** of £500 for each day of attendance up to a maximum of £20,000.

Rental Vehicle Excess

If within the **Operative Time** an **Insured Person** sustains loss of or theft of or damage to a **Rental Vehicle** during an **Insured Trip** the **Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** in respect of the monetary amount that the **Insured Person** is legally liable to pay as an excess or deductible to that part of a **Rental Vehicle** insurance policy or any other insurance policy applicable to the **Insured Person** for which cover in respect of loss of or theft of or damage to a **Rental Vehicle** is in force up to £25,000 per **Insured Trip**.

Item 6 – Hijack and Kidnap

24-hour Emergency Assistance

We are open 24 hours a day, 365 days a year.

Telephone: **+44 (0)1483 265 696**

Cover

If within the **Operative Time** an **Insured Person** is the victim of **Hijack**, **Kidnap** or is **Taken Hostage** the **Insurer** will pay

- a **the Insured** (in the case of a **Business Trip**) or **Insured Person** (if otherwise) £500 for each complete twenty four (24) hour period that the **Insured Person** is held.
- b for expenses necessarily incurred for the engagement of **the Insurer's** security consultants

The maximum amount payable is the **Sum Insured** shown in the **Schedule** in respect of any one **Insured Person** subject to a maximum of £250,000 for all **Losses** in any one **Period of Insurance**.

Extension

If the **Insured Person** is subject to a claim under the **Hijack and Kidnap Section** the **Period of Insurance** in respect of that **Insured Person** is automatically extended for up to fifty two (52) weeks or until they return to their usual residence.

Item 7 – Political Evacuation

24-hour Emergency Assistance

We are open 24 hours a day, 365 days a year.

Telephone: **+44 (0)1483 265 696**

Cover

If within the **Operative Time** an **Insured Person** is forced to leave the local country or area within the local country during an **Insured Trip** outside their **Country of Residence** as a direct and necessary result of the recommendation of

- a **the Insurer** and **the Insured** agreeing that the **Insured Person** is exposed to a life threatening situation or
- b **United Kingdom** Government via the Foreign, Commonwealth & Development Office (FCDO) or
- c the government of **the Insured Persons Country of Residence** or
- d any legally empowered regulatory governmental or local authority in the country or region in which the **Insured Person** is travelling

the Insurer will reimburse **the Insured** on behalf of the **Insured Person** for all necessary and legitimate expenses incurred for travel accommodation and emergency costs up to the **Sum Insured** shown in the **Schedule** in respect of any one **Insured Person** subject to the **Cancellation, Curtailment and Change of Itinerary Accumulation Limit**.

Business Travel Section (continued)

Item 8 – Legal Expenses

Definitions that only apply to Item 8 Legal Expenses

Allianz Legal Protection

Allianz Legal Protection, trading name of **the Insurer**.

Their trading address is:

2530 The Quadrant Aztec
West Almondsbury
Bristol
BS32 4AW
United Kingdom

Limit of Indemnity

The most Allianz Legal Protection will pay for all **Legal Costs** for all claims arising from one **Insured Event** is £50,000.

Territorial Limits

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

Insured Event

A sudden and specific event that causes death or bodily injury to an **Insured Person**.

Legal Representative

The solicitor or other person appointed with **Allianz Legal Protection's** agreement under this **Policy** to represent the **Insured Person**.

At any time before Allianz Legal Protection agree that legal proceedings need to be issued, Allianz Legal Protection will choose the **Legal Representative**. The **Legal Representative** that Allianz Legal Protection choose will be one of Allianz Legal Protection's approved specialist solicitors.

The **Insured Person** can only choose the **Legal Representative** if Allianz Legal Protection agree that legal proceedings need to be issued or if a conflict of interest arises which means that the **Legal Representative** cannot act for the **Insured Person**.

The **Insured Person** must send their name to **Allianz Legal Protection**. If Allianz Legal Protection agree to appoint a **Legal Representative** that the **Insured Person** chooses, he or she will be appointed on the same terms as Allianz Legal Protection would have appointed one of Allianz Legal Protection's approved specialist solicitors. Allianz Legal Protection may decide not to accept the **Insured Person's** choice of **Legal Representative**. If Allianz Legal Protection do not agree with the **Insured Person's** choice, the matter will be settled using the procedure in condition 6 of this Section.

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

Legal Costs

- 1 The professional fees and expenses reasonably and properly charged by the **Legal Representative**, up to the Guideline Hourly Rates set by the Senior Court Costs Office, which cannot be recovered from the **Insured Person's** opponent.
- 2 The **Insured Person's** opponents **Legal Costs** which the **Insured Person** is ordered to pay by a court or tribunal.

Allianz Legal Protection will only pay **Legal Costs** which Allianz Legal Protection consider are necessary and in proportion to the value of the **Insured Person's** claim.

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

Journey

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

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

Business Travel Section (continued)

Cover

Allianz Legal Protection will pay the **Legal Costs** of the **Insured Person** taking legal action as a result of an **Insured Event**. The **Insured Event** must happen during the course of a **Journey** within the **Territorial Limits** and any legal action must be brought within the **Territorial Limits**.

Making a Claim under Item 8

To make a claim under this Section, the **Insured Person** should telephone **Allianz Legal Protection** on **0370 241 4140** and quote Master Policy Number **34445**.

Allianz Legal Protection will send a claim form to the **Insured Person** who must complete the claim form and send it back to **Allianz Legal Protection** at

The Claims Department
Allianz Legal Protection
Allianz-ALP
PO Box 5290
Worthing
BN11 9TB

Allianz Legal Protection will contact the **Insured Person** once **Allianz Legal Protection** has received the claim form. The **Insured Person** must not appoint a solicitor.

If the **Insured Person** has already seen a solicitor before **Allianz Legal Protection** has accepted the **Insured Person's** claim, **Allianz Legal Protection** will not pay any fees or other expenses that the **Insured Person** has incurred. If the **Insured Person's** claim is covered, **Allianz Legal Protection** will appoint the **Legal Representative** that they have agreed to in the **Insured Person's** name and on the **Insured Person's** behalf and will only start to cover the **Legal Costs** from the time **Allianz Legal Protection** has accepted the claim and appointed the **Legal Representative**.

Overseas Legal Advice

If an **Insured Event** happens outside the **United Kingdom**, within the **Territorial Limits**, and the **Insured Person** needs legal advice before he or she returns to the **United Kingdom**, he or she can call **Allianz Legal Protection**.

When calling from outside the **United Kingdom**, the **Insured Person** must remember to use the appropriate international dialling code, depending on which country he or she is calling from.

Exclusions that only apply to Item 8 – Legal Expenses

Allianz Legal Protection will not pay for the following:

- 1 Any amount of money that the **Insured Person** agrees to or has to pay to any **Legal Representative** out of any compensation or damages that the **Insured Person** receives.
- 2 Any claim relating to an **Insured Person** who does not normally live in the **United Kingdom**.
- 3 Any claim relating to the **Insured Person** driving a motor vehicle
- 4 Any claim relating to medical treatment.
- 5 Any costs incurred before **Allianz Legal Protection** have accepted the **Insured Person's** claim in writing.
- 6 Any **Legal Costs** **Allianz Legal Protection** has not agreed to in writing.
- 7 Any fines or penalties.
- 8 Disputes between the **Insured Person** and:
 - any other person covered by this **Policy**;
 - someone the **Insured Person** lives with or has lived with;
 - the **Insured**; or
 - **Allianz Legal Protection**
- 9 Any claim which happens because the **Insured Person** has deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim.
- 10 An application for a judicial review.

Business Travel Section (continued)

11 Any dispute to do with written or verbal remarks which damage the **Insured Person's** reputation.

12 Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret or deal with any date change.

13 Any **Legal Costs** covered by another insurance policy.

14 Claims directly or indirectly caused by, contributed to or arising from:

- ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel;
- or
- radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

15 Claims arising from war, invasion, riot, revolution, Terrorism or a similar event.

16 Any VAT which the **Insured Person** can get back from elsewhere.

Conditions that only apply to Item 8 – Legal Expenses

If the **Insured Person** does not keep to the following conditions, **Allianz Legal Protection** will have the right to cancel this Section of the **Policy**, refuse any claim and withdraw from the current claim.

1 The **Insured Person** must do the following

- a** Report any claim to **Allianz Legal Protection** and not to any other person or organisation.
- b** Give **Allianz Legal Protection** written details of the claim along with any other supporting information **Allianz Legal Protection** ask for.
- c** Make any claim within six months of the date of the **Insured Event**.
- d** Not appoint a **Legal Representative**.
- e** Follow the **Legal Representative's** advice and provide any information he or she asks for.
- f** Take every step to get **Legal Costs** back and pay them to **Allianz Legal Protection**.
- g** Get **Allianz Legal Protection's** written permission before making an appeal.
- h** Make sure that the **Legal Representative** keeps to all parts of Condition 2 below.

2 The **Legal Representative** must do the following

- a** Get **Allianz Legal Protection's** written permission before instructing a barrister or expert witness.
- b** Tell **Allianz Legal Protection** if, at any stage, there is no longer a reasonable chance of successfully getting damages back or getting any other solution.
- c** Tell **Allianz Legal Protection** straight away if the **Insured Person** or other party makes a payment into a court or any offer to settle the matter.
- d** Report the result of the claim to **Allianz Legal Protection** when it is finished.

3 **Allianz Legal Protection** will have the right to do the following

- a** Take over and conduct, in the **Insured Person's** name, any claim or proceedings.
- b** Settle a claim by paying the amount in dispute.
- c** Appoint the **Legal Representative** in the **Insured Person's** name and on the **Insured Person's** behalf.

Business Travel Section (continued)

- d** Have any legal bill audited or assessed.
 - e** Contact the **Legal Representative** at any time, and have access to all statements, opinions and reports relating to the claim.
 - f** End the **Insured Person's** cover if, during the course of the claim, **Allianz Legal Protection** think there is no longer a reasonable chance of success. If the **Insured Person** continues the claim and gets a better settlement than **Allianz Legal Protection** expected, **Allianz Legal Protection** will pay their reasonable **Legal Costs**.
 - g** Settle the **Legal Costs** covered by this Section at the end of the claim.
 - h** End the **Insured Person's** cover and to recover any costs from the **Insured Person** which **Allianz Legal Protection** has already paid if the **Insured Person** withdraws their instructions to the **Legal Representative** without **Allianz Legal Protection's** agreement.
- 4** At any time before **Allianz Legal Protection** agree that legal proceedings need to be issued, **Allianz Legal Protection** will choose the **Legal Representative**. The **Legal Representative** that **Allianz Legal Protection** choose will be one of **Allianz Legal Protection's** approved specialist solicitors. The **Insured Person** can only choose the **Legal Representative** if **Allianz Legal Protection** agree that legal proceedings need to be issued or if a conflict of interest arises which means that the **Legal Representative** cannot act for the **Insured Person**. The **Insured Person** must send their name to **Allianz Legal Protection**.

If **Allianz Legal Protection** agree to appoint a **Legal Representative** that the **Insured Person** chooses, he or she will be appointed on the same terms as **Allianz Legal Protection** would have appointed one of **Allianz Legal Protection's** approved specialist solicitors. **Allianz Legal Protection** may decide not to accept the **Insured Person's** choice of **Legal Representative**. If **Allianz Legal Protection** do not agree with the **Insured Person's** choice, the matter will be settled using the procedure in condition 6 of this section.

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

- 5** Every notice which needs to be given under this Section must be given in writing. If the **Insured Person** gives **Allianz Legal Protection** notice, he or she must send it to **Allianz Legal Protection** at

Allianz - ALP
PO Box 5290
Worthing
BN11 9TB

If **Allianz Legal Protection** gives the **Insured Person** notice, **Allianz Legal Protection** must send it to their last known address.

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

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

- 7** **Allianz Legal Protection** does not have to keep to any agreement between the **Insured Person** and the **Legal Representative** or the **Insured Person** and any other person or organisation.

Business Travel Section (continued)

- 8 Allianz Legal Protection or the Insured** may cancel this Section of the **Policy** by giving 30 days notice.

If **the Insured** cancels this Section of the **Policy** during this time, **the Insured** will not be entitled to a refund of the money **the Insured** has paid. If **Allianz Legal Protection** cancel this Section of the **Policy** during this time, **Allianz Legal Protection** will refund any amount **the Insured** has paid for the rest of the **Period of Insurance**, as long as any **Insured Person** has not made a claim.

The **Insured Person** cannot make a claim for an event which occurred after the date this Section of the **Policy** was cancelled, but cancelling this Section of the **Policy** will not affect an **Insured Person's** right to claim for an event which occurred before the date this Section of the **Policy** was cancelled.

Every notice to cancel this Section of the **Policy** must be given in writing by recorded delivery. If **the Insured** gives **Allianz Legal Protection** notice to cancel the **Policy**, **the Insured** must send it to **Allianz Legal Protection's** address. If **Allianz Legal Protection** give **the Insured** notice, **Allianz Legal Protection** will send it to **the Insured's** last known address. **The Insured** will notify all **Insured Person's** of such cancellation.

Business Travel Section (continued)

Section Conditions

In addition to the General Conditions this Part of the Policy provides details of Conditions that apply to all items in the Business travel section. There are also additional Conditions applicable to Item 8 Legal Expenses.

1 Claims conditions

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

- a the **Insured** or **Insured Person** must provide the **Insurer** with all information and evidence which the **Insurer** may reasonably require at no cost to the **Insured**
- b 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
- c 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**
- d The **Insurer** will not be liable for any bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of the **Insured Person's** failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed
- e in the event of the **Death** of an **Insured Person** the **Insurer** will be entitled to have a post-mortem examination carried out at its expense
- f for the **Insured** to claim for **Weekly Benefits** under this **Policy** the **Insured Person** must have no other weekly benefits insurance in force except as declared to and accepted by the **Insurer** during the **Period of Insurance**.

2 Misrepresentation of facts relevant to an Insured Person

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

3 The Insurer's right to cancel this policy

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

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

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

Business Travel Section (continued)

4 Cancellation – War Risks

The **Insurer** may cancel cover under this **Policy** in respect of **War** risks at any time and at its discretion by sending fourteen (14) days notice by recorded delivery post to **the Insured** at **the Insured's** last known address but such cancellation of cover will not apply for any **Business Trip** or **Insured Trip** outside of the **United Kingdom** or **the Insured Person's Country of Residence** which commenced prior to the effective date of the notice of cancellation. **The Insured** will notify all **Insured Persons** of such cancellation

5 Fraudulent Claims

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

6 Payment of Premium

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

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

7 Change in Risk

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

8 Benefit Limits

- a** If the **Insured Person** is included in more than one **Category, Section** or **Clause** of this **Policy** the **Insurer** will only pay the larger **Benefit** or **Extension** respect of the same **Loss**.
- b** **Dental Expenses** shall be limited to £250 unless recommended safety equipment for protection against **Dental Injury** was being worn by the **Insured Person** whilst participating in any sport or activity for which the wearing of such safety equipment is reasonably required.

9 Accumulation Limits

The Insurer's maximum liability for all accepted claims in total in respect of all **Insured Persons** involved in the same **Loss** shall not exceed the **Cancellation, Curtailment and Change of Itinerary 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**.

Business Travel Section (continued)

Section Exclusions

This Section does not cover:

- 1 Any claim for any **Section** of this **Policy** arising out of or consequent upon or contributed to directly or indirectly by:
 - a any **Insured Person** taking part or whilst engaged in civil commotions or riots of any kind.
 - b the **Insured Person**
 - i taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for the **Insured Person's** own drug addiction or alcoholism
 - ii serving in the Armed Forces of any Nation or International Authority
 - iii participating in any sport as a professional
 - c **War within the Insured Person's Country of Residence**
- In respect of **Item 8 Legal Expenses** Exclusion **1c** is replaced by Exclusion **15** as noted in **Item 8 Legal Expenses**.
- 2 Any claim in excess of:
 - a **Cancellation, Curtailment and Change of Itinerary Accumulation Limit**
 - b £25 million
- whichever shall be the lower.

3 Any claim under Business Travel Section, Item 1 (Emergency Medical and Other Expenses) of this Policy:

- a where an **Insured Person** is travelling:
 - i against the advice of a **Qualified Medical Practitioner**
 - ii for the specific purpose of receiving medical treatment or advice
- b in the last month prior to the most recently advised expected date of delivery as a result of the **Insured Person** being pregnant or giving birth (unless disability arises from a diagnosed medical complication which is not a normal symptom of pregnancy or childbirth)
- c for cosmetic treatment unless agreed by the **Insurer** and necessary as a result of **Accidental Bodily Injury**
- d for costs of medication known by the **Insured Person** to be required or continued whilst on the **Insured Trip**
- e costs of private medical care in the **United Kingdom or Country of Residence** unless covered by **Continued Medical Expenses in the United Kingdom**
- f any expenses recoverable under Private Medical Insurance, International Private Medical Insurance, other travel insurance or national insurance programs that cover the **Insured Person**.

Business Travel Section (continued)

- 4 Any claim under Business Travel Section, Item 2 (Cancellation, Curtailment and Change of Itinerary) of this Policy in respect of:**
- a** the disinclination of the **Insured Person** or companion or family member to travel
 - b** the **Insured Person** or family member or companion who accompanies the **Insured Person**:
 - i** travelling or planning to travel against the advice of a **Qualified Medical Practitioner**
 - ii** being pregnant where the cancellation, curtailment or re-arrangement occurs within one month of the most recently advised expected date of delivery for such person giving birth (unless disability arises from a diagnosed medical complication which is not a normal symptom of pregnancy or childbirth)
 - c** the cancellation or rescheduling of the intended purpose of the **Insured Trip**
 - d** the redundancy or the termination of employment of the **Insured Person**
 - e** the **Insured** or **Insured Person's** financial circumstances
 - f** the default of any provider (or their agent) of transport or accommodation, acting for the **Insured** or **Insured Person**.
 - g** **Strike or Industrial Action** affecting travel services which is in progress or which had been publicly threatened and/or publicly announced at the time of booking the **Insured Trip**
 - h** delay due to the financial failure of the provider of the travel and/or accommodation services or the travel agent or tour operator acting for the **Insured** or **Insured Person**.
 - i** costs recoverable under **Business Travel Section, Item 7 Political Evacuation**.

- j** any **Losses** or claims in any way caused or contributed to by a **Cyber Event** or **Denial of Service**
 - k** any **Insured Trip** booked prior to the start of this **Policy**.
- 5 Any claim under Business Travel Section, Item 3 (Personal Property) of this Policy in respect of:**
- a** loss/damage to, or theft of, deeds, securities or manuscripts
 - b** any property of
 - i** the **Insured** more specifically insured under this **Policy** or
 - ii** the **Insured Person** more specifically insured under another insurance policy.
 - c** **Personal Property** stolen or lost from an unattended vehicle unless such **Personal Property** were in the locked boot or concealed in a covered luggage compartment of a fully locked vehicle
 - d** loss or damage caused by delay, detention or confiscation by order of any Government or Public Authority
 - e** any single item or set of skis, ski poles, ski binding, ski boots, snowboard, snowboard bindings and snowboard boots over £500 or any other single item or set of **Personal Property** over £3,000.
 - f** any **Losses** or claims in any way caused or contributed to by a **Cyber Event** or **Denial of Service**

Business Travel Section (continued)

6 Any claim under Business Travel Section, Item 4 (Money) of this Policy in respect of:

- a loss of monetary value due to depreciation
- b **Money** stolen or lost from an unattended vehicle
- c loss of Coins or Banknotes in excess of £3,000
- d loss of or theft of a **Financial Card** or **Cheque** not reported to the police or other appropriate authority within forty eight (48) hours of the discovery of the loss or sooner as required by the **Financial Card** or **Cheque** issuer
- e any **Losses** or claims in any way caused or contributed to by a **Cyber Event** or **Denial of Service**

7 Any claim under Business Travel Section, Item 5 (Personal Liability) of this Policy in respect of:

- a bodily injury caused to any member of the **Insured Person's** immediate family or loss or damage caused to property belonging to or in the custody or control of the **Insured Person** or any member of the **Insured Person's** immediate family or employee or any servant or agent of the **Insured Person**
- b bodily injury or loss of or damage to property which arises whilst the **Insured Person** is performing any duty or action in connection with the **Business of the Insured** or any other business occupation or profession of the **Insured Person**
- c bodily injury or loss of or damage to property which arises out of the ownership, possession or use of or legal responsibility for any:
 - i land or buildings
 - ii mechanically propelled or towed vehicle
 - iii aircraft, hovercraft or watercraft
 - iv animal (of a species defined as a dangerous species in the Animals Act 1971 or the Dangerous Dogs Act 1991 or

Dangerous Dogs Act (Amendment) 1996

by the **Insured Person**

- d Liability in respect of fines, penalties, or liquidated damages, punitive, exemplary or aggravated damages
- e any loss or damage occurring in any country outside the **United Kingdom** in which the **Insured Person** owns premises or is resident or domiciled
- f Liability arising directly or indirectly by or through or in connection with any or malicious or unlawful act or omission
- g Liability loss or damage for which indemnity is provided under any other insurance.
- h any **Loss** unless the **Insured Person** has complied with all requirements of the **Rental Vehicle Agreement** and of the **Rental Vehicle** insurance policy or any other insurance policy applicable to the **Insured Person** under which the **Insured Person** is claiming in respect of loss of or theft of or damage to the **Rental Vehicle**
- i any loss of or damage to a **Rental Vehicle** arising out of wear and tear gradual deterioration mechanical or electrical failure not attributable to accidental damage and damage that existed at the commencement of the period of rental
- j any loss or damage to a **Rental Vehicle** caused deliberately by the **Insured Person**.
- k any **Losses** or claims in any way caused or contributed to by a **Cyber Event** or **Denial of Service**

Business Travel Section (continued)

8 Any claim under Business Travel Section, Item 6 (Hijack and Kidnap) of this Policy in respect of:

- a** **Hijack** or being **Kidnapped/Taken Hostage** when the scheduled destination of the flight is or is by way of a country in a state of **War**
- b** being **Kidnapped/Taken Hostage** where the **Insured Person** is **Kidnapped/Taken Hostage** in a country that is in a state of **War**
- c** ransom payments, or reimburse payment of promises of payments of any kind made to secure the release of an **Insured Person**.
- d** confinement of an **Insured Person** by a member of their own family
- e** expenses incurred without prior consent of the **Insurer** or their Assistance provider

9 Any claim under Business Travel Section, Item 7 – Political Evacuation of this Policy in respect of:

- a** any cost recoverable under **Business Travel Section, Item 2 Cancellation, Curtailment and Change of Itinerary**
- b** the **Insured Person** not following the regulations laws or advice of the government of the **United Kingdom** or local country or their respective law enforcement or armed forces
- c** any cost incurred if the **Insured Person** is a resident of the local country
- d** the **Insured Person** not having the correct visa passport work permits or other documents for necessary for the **Insured Trip**.

Note: Business Travel Section, Item 8 (Legal Expenses) Exclusions are detailed within that Item.