

Introduction

Thank you for choosing Allianz Insurance plc.

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

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

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

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

Important

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

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

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

The parts of the Policy which form your contract of insurance with Allianz Insurance plc are:

- this Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions; the Insuring Clause; the General Exclusions and General Conditions, all of which apply to all Sections of the Policy (other than the Directors and Officers Liability or Professional Indemnity Sections)
- the Sections of cover selected by you (as shown on the Schedule) excluding any Section covering Directors and Officers Liability or Professional Indemnity
- the Exclusions and Conditions which apply to the Sections selected by you excluding any Section covering Directors and Officers Liability or Professional Indemnity
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

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

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

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

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

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

General Definitions

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

Policy

The contract of insurance formed of the documents described in the Introduction. Where cover is provided under the Directors and Officers Liability and/or Professional Indemnity Sections, the Insured has more than one contract of insurance and the definition of "the Policy" should be construed accordingly

Section/Sections

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

Schedule

The part of this Policy that details information forming part of this contract of insurance and that shows the Sections of this Policy that are operative

Insurer

Allianz Insurance plc

Insured

The Insured named and shown in the Schedule

Period of Insurance

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

Business

The Business Description stated in the Schedule

Sum Insured

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

Total Sum Insured

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

United Kingdom

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

Excess *(not applicable to the Employers' Liability Section)*

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

Insuring Clause

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

For Allianz Insurance plc

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

Jonathan Dye
Chief Executive

General Exclusions

This Policy does not cover

1. **Radioactive Contamination** (Not applicable to the Computer, Engineering Machinery Damage and Directors and Officers Liability 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
 - a. directly or indirectly caused by or contributed to by or arising from
 - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - b. directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
 - i. dispersing radioactive material and/or ionising radiation
or
 - ii. using atomic or nuclear fission and/or fusion or other like reaction

Exclusion 1.a. does not apply to the Employers' Liability Section when insured by this Policy other than in respect of:

- i. 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

Exclusion 1.b. does not apply to the Employers' Liability, Property Owners Liability, Accident and Business Travel Sections when insured by this Policy.

Exclusions 1.a. and 1.b. do not apply to the Fidelity Guarantee, Terrorism, and Directors and Officers Sections when insured by this Policy

2. **War** (Not applicable to the Employers' Liability, Terrorism, Fidelity Guarantee and Directors and Officers Liability Sections)
Loss, destruction, damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
3. **Terrorism** (Not applicable to the Employers' Liability, Property Owners Liability, Directors and Officers Liability or Terrorism [when insured as a separate section] Sections)
 - a. in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987:
loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
 - i. any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
 - ii. any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

General Exclusions (continued)

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

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

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

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

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

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

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

4. **E.Risks** (Not applicable to the Computer, Engineering Machinery Damage, Employers' Liability, Property Owners Liability and Directors and Officers Sections)

- a. loss or destruction of or any damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
 - i. programming or operator error whether by the Insured or any other person
 - ii. Virus or Similar Mechanism (as defined below)
 - iii. Hacking (as defined below)
 - iv. malicious persons (but this shall not apply to the acts of thieves involving physical force or violence)
 - v. failure of external networksunless, in respect of a. i., ii. and iii. above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other Policy exclusion
- b. any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a. of this Exclusion unless, in respect of a.i., ii. or iii. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other Policy exclusion

General Exclusions (continued)

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

For the purpose of this Exclusion:

Computer Equipment

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

Virus or Similar Mechanism

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

Hacking

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

General Conditions

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

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

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

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

For the purposes of this condition references to:

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

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

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

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

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 this Policy and again upon receipt by the Insured in writing of any notice of any claim or legal proceeding,

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

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

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

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

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

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

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

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

the Insurer will:

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

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

In that event, the Insured will:

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

General Conditions (continued)

6. Discharge of Liability

(not applicable to the Directors and Officers Liability or Property Owners Commercial Legal Expenses Sections)

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 Section)

Unless agreed otherwise by the Insurer

- a. the language of the Policy and all communications relating to it will be English;
and,
- b. all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

9. Rights of 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.

10. Assignment (Not applicable to the Directors and Officers Liability Section)

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

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

General Conditions (continued)

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

Subject to Survey

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

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

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

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

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

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

Risk Improvements

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

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

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

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

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

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

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.

Complaints

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

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

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

Customer Satisfaction Manager
Allianz Insurance plc
57 Ladymead
Guildford
Surrey
GU1 1DB
Telephone number: 01483 552438

Fax Number: 01483 790538

Email: accsm@allianz.co.uk

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

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Website: www.financial-ombudsman.org.uk

Telephone: 0800 023 4567 or 0300 123 9123

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

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

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

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

Alternatively, you can contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme

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

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

Fair Processing Notice - how we use personal information

1. Who we are

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

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

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

2. How we use personal information

We use personal information in the following ways:

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

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

Anyone whose personal information we hold has the right to object to us using it. They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to. Further details can be found below.

3. Automated decision making, including profiling

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

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

4. The personal information we collect

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

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

5. Where we collect personal information

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

From other persons or organisations, for example:

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

6. Sharing personal information

We may share personal information with:

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

7. Transferring personal information outside the UK

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

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

8. How long we keep personal information

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

9. Know your rights

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

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

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

Address: Customer Satisfaction Manager, Allianz, 57 Ladymead, Guildford, Surrey, GU1 1DB
Email: accesm@allianz.co.uk
Phone: 01483 552438

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

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

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

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

Changes to our Fair Processing Notice

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

Consent for Special Categories of Personal Data

The global Allianz Group may need to collect and process data relating to **individuals** who may benefit from the policy ("Insured Persons"), which falls within the special categories of personal data under Data Protection Legislation, for example, medical history or convictions of Insured Persons for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by the global Allianz Group and that this fact is made known to the Insured Persons. By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of the Insured Persons Personal Data in this way and for these purposes and that your directors, officers, partners, and employees have consented to the global Allianz Group using their details in this way.

Employers Liability Tracing Office

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

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

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

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

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

Notifying a Claim

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

Tel: 0344 412 9988

Email: newpropertyclaims@allianz.co.uk

For Liability claims

Tel: 0344 893 9500

Email: casualty1@allianz.co.uk

For Computer Section and Engineering Claims

Tel: 01483 265825

Email: claims@allianzengineering.co.uk

Lines are open from 9am to 5pm Monday to Friday. Outside of normal opening hours contact us on our 24 hour claim notification line - Tel: 0345 604 9824.

Allianz address for claims correspondence regarding Property and Liability Claims:

Allianz Claims

PO Box 10509

51 Saffron Road

Wigston

LE18 9FP

For Computer Section and Engineering Machinery Damage section claims:

Claims Department

Allianz Engineering

Haslemere Road

Liphook

GU30 7UN

Additional Benefits

24 Hour Lawphone Legal Advice Helpline

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

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

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

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

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

Allianz Legal Online

When the Commercial Legal Expenses Section of this Policy is operative, the **Insured** has access to extensive on line **Business** support via Allianz Legal Online. This facility provides tools and services that will help the **Insured** to produce legal paperwork in connection with the **Insured's Business**, for example, bespoke contracts of employment. In addition it provides the **Insured** with up to date guidance and advice on many legal issues, such as, employment legal procedures, managing the **Insured's Business** and debt recovery. A registration number is required to access this web site www.allianzlegal.co.uk and this is shown on the **Policy Schedule**. If the **Insured** has any problems relating to the Legal Documentation Service please e-mail Epoq Sales Limited at support@allianzlegal.co.uk.

24 Hour Glass Replacement

Broken glass is dangerous and in some circumstances can be a 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 9888.