

## Introduction

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

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

- this Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions; the Insuring Clause; the General Exclusions and General Conditions, all of which apply to all Sections of the Policy
- the 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.

# Policy Definitions

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

## **Policy**

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

## **Section/Sections**

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

## **Schedule**

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

## **Insurer**

Allianz Insurance plc

## **Insured**

The Insured named and shown in the Schedule

## **Period of Insurance**

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

## **Business**

The Business Description stated in the Schedule

## **Premises**

The Premises stated in the Schedule

## **Sum Insured**

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

## **Total Sum Insured**

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

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

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

## **United Kingdom**

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

## **GBP**

British Pound Sterling (£)

# Insuring Clause

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

For Allianz Insurance plc

A handwritten signature in black ink, appearing to read 'Nadia Côté', with a stylized flourish at the end.

**Nadia Côté**  
Commercial Managing Director UK

# General Exclusions

This Policy does not cover

## 1 Radioactive Contamination

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

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

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

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

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

## 2 War (Not applicable to the Employer's Liability, Personal Accident, Business Travel, Terrorism and Fidelity Guarantee 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 (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 move Munitions, whether or not a state of war is current at the time,
- d any confiscation, expropriation, nationalisation, commanding, requisition or destruction of or damage to property by order of the government de jure or de facto or any public municipal or local authority of the country or area in which the property is situated, seizure or destruction under guarantee or customer regulation, or any other intervention, request or direction of any public authority of whatever kind or nature including but not limited to the enforcement of any law, ordinance or regulation governing or restricting the construction, installation, repair, replacement, demolition, occupancy, operation or other use of property, except destruction by order of public authority to prevent the spread of fire or to safeguard the insured property.

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

## General Exclusions (continued)

### 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.

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 Employers' Liability, Public and Products Liability, Accident, Business Travel or Terrorism [when insured as a separate section] Sections)

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

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

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

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

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

**b** in respect of territories other than those stated in a. above:

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

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

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

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

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

## 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, Products Liability, 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:

- i 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;
- ii 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
- iii 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 Employer's Liability, Public Liability, Products Liability, Personal Accident, Business Travel, 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 and Infectious Disease;
- b the fear or threat (whether actual or perceived) of a Contagious and 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:

- 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, microorganism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a Contagious or Infectious Disease.

# General Conditions

## 1 Fair Presentation of the Risk

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

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

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

For the purposes of this condition references to:

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

## 2 Reasonable Precautions

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

## 3a Claims

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

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

- a notify the Insurer as soon as reasonably possible
- b pass immediately, and unacknowledged, any letter of claim to the Insurer

## General Conditions (continued)

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

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

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

### 4 Cancellation

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

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

- a** makes any false or fraudulent claim;
- b** makes any exaggerated claim;

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

### 3b Claims – Non Admitted Territories

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

- i** the Insured will be required to handle the defence and investigation of any such claims arising outside the United Kingdom

## General Conditions (continued)

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

the Insurer will:

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

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

In that event, the Insured will:

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

### 6 Loss Reduction Conditions

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

- a** operates only in connection with particular premises or locations, the Insurer will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
- b** operates only at particular times, the Insurer will pay for any claim where the Insured shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;
- c** would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, the Insurer will pay for any claim where the Insured shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

### 7 Choice of Law & Jurisdiction

The Insurer and the Insured have agreed that

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

### 8 Rights of Parties

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

### 9 Currency

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

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

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

## General Conditions (continued)

### 10 Insurance Tax and Charges

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

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

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

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

### 11 Arbitration (Not applicable to the Commercial Legal Expenses Section)

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

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

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

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

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

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

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

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

### 12 Assignment

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)

## 13 Survey and Risk Improvement - Subjectivity Condition

### Subject to Survey

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

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

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

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

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

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

### Risk Improvements

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

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

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

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

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

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

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

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

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

## 14 Sanctions Condition

No (re)insurer shall be deemed to provide cover or any benefit and no (re)insurer shall be liable to pay any claim hereunder to the extent that the provision of such cover or benefit or payment of such claim would expose that (re)insurer to any sanction, prohibition or restriction under relevant trade or economic sanction laws or regulations.

# Complaints

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

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

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

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

Telephone number: **01483 552438**

Fax Number: **01483 790538**

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

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

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

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

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

Telephone: **0800 023 4567** or **0300 123 9123**

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

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

## 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](http://fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

# Notifying a Claim

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

Claims under this Policy should be notified to the Insurer in accordance with General Condition 3 using the below contact details.

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

Sedgwick International UK  
Oakleigh House  
14-16 Park Place  
Cardiff  
CF10 3DQ

Email: [AllianzFOS@uk.sedgwick.com](mailto:AllianzFOS@uk.sedgwick.com)

Telephone number: **+44 (0) 29 2029 3035**

Our address for all Claims correspondence is:

Sedgwick International UK  
Oakleigh House  
14-16 Park Place  
Cardiff  
CF10 3DQ

Email: [AllianzFOS@uk.sedgwick.com](mailto:AllianzFOS@uk.sedgwick.com)

Telephone number: **029 2029 3035**

## 24 Hour Claim Notification

If you have to notify us of a claim outside of our normal opening hours please contact us on our 24 hour claim notification telephone number **029 2029 3035**.

## Commercial Legal Expenses Section Claims

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

The Insured will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call the Insured back.

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

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

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

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



## Notifying a Claim (continued)

The Insurer will not appoint the Legal Representative until the Excess payment due in respect of the Claim has been paid.

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

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

The Insurer's address is:  
The Claims Department  
Allianz Legal Protection  
PO Box 10623  
Wigston  
LE18 9HJ

# 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](https://allianz.co.uk/privacy-notice.html).

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

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

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

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

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

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

Telephone: **0208 231 3992**  
Email: [datarights@allianz.co.uk](mailto:datarights@allianz.co.uk)  
Address: Allianz Insurance Plc, Allianz,  
57 Ladymead, Guildford,  
Surrey, GU1 1DB

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

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

# Employers Liability Tracing Office

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the “ELTO”) and added to an electronic database, (the “Database”) in a format set out by the Employer’s 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](http://elto.org.uk).

# Additional Benefits

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

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

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

This service is available 24 hours a day, all year round. To use this service telephone FREE on **0800 474 747** and state your Policy number.

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

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

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

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

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

This telephone helpline is provided by Allianz Legal Protection, part of Allianz Insurance plc, who may record the calls for the Insured and Insurer's mutual protection and the Insurer's training purposes.

## **Allianz Legal Online (applicable only in respect of the Insured's Business conducted from within the United Kingdom)**

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

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