



# Short Term Operational Reserve Power Operational All Risks policy wording



Chartered

# Contents

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.

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

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

# Introduction

**Your STOR (Short Term Operational Reserve) Power Operational All Risks 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, exclusions and conditions. 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 Section)
- the **Sections** of cover selected by you (as shown on the **Schedule**) excluding any Section covering Directors and Officers Liability
- the Exclusions and Conditions which apply to the **Sections** selected by you excluding any Section covering Directors and Officers Liability
- 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 this cover 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 Section
- the Insuring Clause
- the Directors and Officers Liability Section of cover selected by you (as shown on the Schedule)
- the Exclusions and Conditions which apply to the Directors and Officers Liability 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.

# Notifying a Claim

## **(Not applicable to Commercial Legal Expenses Section claims)**

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

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

### **Allianz Claims Handling Office telephone numbers:**

For Liability claims

Telephone: **0344 893 9500**

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

Outside our normal opening ours contact us on our 24 hour claims notification line.

Telephone: **0345 604 9824**

For Operational All Risks, Material Damage, Business Interruption and Terrorism claims

Telephone: **01483 265825**

Email: [claims@allianzengineering.co.uk](mailto:claims@allianzengineering.co.uk)

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

### **Allianz address for claims correspondence:**

Allianz Claims  
PO Box 10509  
51 Saffron Road  
Wigston  
LE18 9FP

## **Financial Services Compensation Scheme**

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

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

# Complaints Procedure

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: **01428 722407**  
Fax Number: **01428 724824**  
Email: [customer.satisfaction@allianz.co.uk](mailto:customer.satisfaction@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.

Alternatively, you can contact the Financial Ombudsman Service directly.

# Commercial Legal Expenses Section Claims

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

**The Insured** will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call **the Insured** back. **The Insurer** will send **the Insured** a claim form. **The Insured** 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 the **Excess** due in respect of the **Claim**.

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

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

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

The **Insurer's** address is:

The Claims Department  
Allianz Legal Protection  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW.

Claims Department opening hours:  
Monday to Friday – 9am to 5pm.

# 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

# Policy Definitions

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

## Business

The business description stated in the **Schedule**.

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

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

## Period of Insurance

The period from the Effective Date to the Renewal Date (or Expiry Date for non-renewable Policies) as shown in the **Schedule**.

## Policy

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

## Premises

As defined in the **Section/Sections** of the **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.

## Section/Sections

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

## Sum Insured

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

## The Insured

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

## The Insurer

Allianz Insurance plc.

## Total Sum Insured

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

## United Kingdom

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



# General Conditions

## 1 Fair Presentation of the Risk (not applicable to the Directors and Officers Liability Section)

- 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.

## General Conditions (continued)

### 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 it, and again upon receipt by **the Insured** in writing of any notice of any claim or legal proceeding

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

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

### 4 Cancellation (not applicable to the Directors and Officers Liability Section)

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

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

### 5 Fraud (not applicable to the Directors and Officers Liability Section)

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 Public and Products Liability, Terrorism, Commercial Legal Expenses, Employers' Liability and Directors and Officers Liability 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 has already agreed to bear which were 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 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 a £25 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 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 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 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**.

# General Exclusions

## This Policy does not cover

### 1 Radioactive Contamination (not applicable to the Directors and Officers Section)

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

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

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

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

Exclusions **c** and **d** do not apply to the Public and Products Liability and Employers' Liability Sections

### 2 War (not applicable to the Terrorism, Employers' Liability 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 Public and Products Liability, Terrorism, Employers' Liability and Directors and Officers Liability Sections)

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

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

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

## 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 other government de jure or de facto.

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

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

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

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

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

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

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

#### **4 Contagious and Infectious Disease (Not applicable to the Terrorism, Employers' Liability, Public and Products Liability, Directors & Officers Liability or Commercial Legal Expense Sections)**

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

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

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

But this exclusion will not apply to **Physical Damage to Property Insured** under the **Policy** and any business interruption financial loss directly resulting from such **Physical Damage**.

## General Exclusions (continued)

For the purposes of this exclusion:

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

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

**Physical Damage** means physical loss, physical damage or physical destruction. For the avoidance of any doubt, the presence of a **Pathogen** on property or contamination of property by a **Pathogen** does not constitute **Physical Damage**; **Physical Damage** does not include any damage, accidental or otherwise, that is not physical, to tangible **Property Insured** or include any compensation or claimants costs for any loss, damage or injury

**Contagious or Infectious Disease** means

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

**Pathogen** means

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



# 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 [allianzlegal.co.uk](http://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](mailto:support@allianzlegal.co.uk).

# Privacy Notice:

## How we use personal information

### Introduction

This notice explains how we collect, use and store personal information. Your privacy and personal information are important to us and we are committed to keeping it protected. We've tried to make this notice as clear and transparent as possible, so you are confident about how we use your information. As data controller, we are responsible for decisions about how your information will be processed and managed. You will also find details below regarding your rights under data protection laws and how to contact us.

### 1 Who we are and whose personal information we collect

When we refer to "we", "us" and "our" in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy. When we say "you" and "your" and "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
- anyone who has a business relationship or transacts business with us or provides us with a service, such as brokers, intermediaries and animal breeders.

### 2 How we use personal information

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims and carry out engineering inspections to fulfil our contract
- to administer third party claims, deal with complaints and prevent financial crime to meet our legal obligations
- to manage our business, conduct market research and manage our relationships with business partners to meet the legitimate needs of our business
- to send marketing information about our products and services if we have received your 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 Marketing

We use an individual's personal information to market products and services to them.

Our marketing activities may include:

- providing information about products and services by telephone, post, email and SMS; we will either do this ourselves or use third party partners to do it for us
- working with selected partners to display relevant online advertisements, and to our other customers, on third party websites and social media platforms. To do this, we may provide our partners with an individual's personal information in an encrypted format, which they use only to identify the appropriate audiences for our advertisements. We ensure that our partners delete this information once the advertisement audiences have been identified, and do not use the information for their own purposes.

If you do not wish to receive marketing information about our products and services you can tell us at any time by using the contact details found in Section 10: Know your Rights.

### 4 Automated decision making, including profiling

We may use automated decision making, including profiling, to assess insurance risks, detect fraud, and administer your policy. 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 please contact us using the details in Section 10: Know Your Rights and we will review the decision.

# Privacy Notice:

## How we use personal information (continued)

### 5 The personal information we collect

The information we collect will depend on our relationship with you. 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, contact details 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, including surveillance 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
- information relating to the use of our websites via the use of cookies
- accessibility details if we need to make reasonable adjustments to help
- business activities such as goods and services offered.

In certain circumstances, we may request and/or receive special category or sensitive information about you. We would only collect this information if it is relevant to the insurance policy or claim or where it is necessary for a legal obligation:

- your current or former physical or mental health
- criminal offences, including alleged offences, criminal proceedings, outcomes and sentences (previous criminal convictions, bankruptcies and other financial sanctions such as County Court Judgements).

### 6 Where we collect personal information

We collect personal information direct from individuals, their representatives or from information they have made public, for example, on social media.

We also collect personal information from other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- veterinary practices, animal charities and breeders
- 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.

We also collect information from your computer in the form of cookies. Please refer to our Cookie Policy for more details – [allianz.co.uk/cookie-policy.html](https://allianz.co.uk/cookie-policy.html).

# Privacy Notice:

## How we use personal information (continued)

### 7 Sharing personal information

We only share your information when necessary for the purposes stated in Section 2: How we use personal information.

We may share personal information with:

- other companies within the global Allianz Group [allianz.com](https://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 manage our benefit services, for example, vehicle repairers, veterinary advisors, legal advisors and loss adjusters
- other partners, local authorities and councils, including the RSPCA, if we suspect or conclude, following investigation, poor breeding practices and animal cruelty
- 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) and network organisations of which you are a member
- external agencies for market research purposes
- any organisation where you have agreed for them to receive that data as part of the terms and conditions of your membership or affiliation
- prospective buyers in the event that we wish to sell all or part of our business.

### 8 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, please 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.

### 9 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.

# Privacy Notice:

## How we use personal information (continued)

### 10 Know Your Rights

Any individual whose personal information we hold has a number of rights in relation to how that information is processed by us. You have the following rights:

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

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

Phone: **0208 231 3992**  
 Email: **[datarights@allianz.co.uk](mailto:datarights@allianz.co.uk)**

Address: Allianz Insurance Plc, Allianz,  
 57 Ladymead, Guildford, Surrey GU1 1DB

### 11 Allianz (UK) Group Data Protection Officer contact details

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

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

Phone: **0330 102 1837**  
 Email: **[dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk)**

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

### 12 Changes to our Privacy Notice

This Privacy Notice was last updated in September 2020.

Occasionally it may be necessary to make changes to this 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 [allianz.co.uk](http://allianz.co.uk).

### 13 Allianz Privacy Standards (APS)

The Allianz Privacy Standard provides you with information on the rules governing the international transfer of personal data between Allianz Group companies operating in the European Economic Area (EEA) and Allianz Group companies outside that area. The Allianz Privacy Standard also describes your rights in respect of such transfers, what to do if you want to exercise your rights or complain about such transfers, and how to contact us. The latest Allianz Privacy Standard can be found at [allianz.com/en/privacy-statement.html](http://allianz.com/en/privacy-statement.html).

# Privacy Notice:

## How we use personal information (continued)

### 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 [elto.org.uk](http://elto.org.uk).

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**Allianz Insurance plc.**

Registered in England number 84638  
Registered office: 57 Ladymead, Guildford,  
Surrey GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the  
Prudential Regulation Authority and regulated  
by the Financial Conduct Authority and  
the Prudential Regulation Authority.

Financial Services Register number 121849.