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#### Insurers and service providers

Policyholder Helplines are administered by Mondial Assistance (UK) Limited trading as Allianz Global Assistance on behalf of Allianz Insurance plc.

All Sections of this policy are underwritten by Allianz Insurance plc apart from Section 11 Legal Expenses which is underwritten by Allianz Legal Protection, part of Allianz Insurance plc.

Section 3 Medical & Emergency Travel Expenses is administered by Mondial Assistance (UK) Limited trading as Allianz Global Assistance on behalf of Allianz Insurance plc.

## Introduction

#### Thank you for choosing Allianz Insurance plc.

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

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

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

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

Your Policy of insurance is made up of several parts which must be read together as they form your contract. Please take time to read all parts of this Policy to make sure that they meet your needs and that you understand the terms, exclusions and conditions. If you wish to change anything or if 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 Policy Conditions and the Policy Exclusions, 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.

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

In consideration of payment of the premium the **Insurer** will indemnify or otherwise compensate the **Insured** in accordance with the provisions of this **Policy** and subject to the terms, conditions, limits and exclusions of this **Policy** or any **Section** of this **Policy** in respect of any claim occurring in connection with the **Business** during the **Period of Insurance** or any subsequent period for which the **Insurer** agrees to accept a renewal premium.

Signed on behalf of Allianz Insurance plc.

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Jonathan Dye Chief Executive

## Making a Claim

Claims under Sections 1 to 10 of this Policy should be referred to:

Claims Division Allianz Insurance plc 500 Avebury Boulevard Milton Keynes MK9 2XX

Tel: 0344 893 9500 Fax: 01483 790726

Lines are open from Monday to Friday.

Claims under Section 11 Legal Expenses of this Policy should be referred to Allianz Legal Protection at the address shown on page 19 of this Policy.

## **Policyholder Helplines**

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

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

When sections 1 or 2 are shown as insured on the schedule, the **Insured** is entitled to the following service:

#### Medical Advice Line Tel +44(0) 208 603 9517

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

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

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

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

When section 3 is shown as insured on the schedule, the **Insured** or **Insured Person** is entitled to the following services:

#### Pre-travel Helpline Tel +44(0) 208 603 9517

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

#### Emergency Medical Assistance Service Tel +44(0) 208 603 9514

In the event of an emergency our dedicated assistance provider is on hand 24 hours a day, 365 days a year. It does not matter how small the emergency is they will be there to help.

This includes advice and assistance for:-

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

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

Their services include:

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

## **Advice Before You Travel**

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

#### Foreign & Commonwealth Office Travel Advice

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

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

#### European Health Insurance Card (EHIC)

An EHIC entitles a person to reduced-cost, sometimes free, medical treatment that becomes necessary while they are in a European Economic Area (EEA) country or Switzerland.

The EEA consists of all European Union (EU) countries plus Iceland, Lichtenstein and Norway. Switzerland applies the EHIC through an agreement with the EU.

Subject to restrictions, people who are ordinarily resident in the UK are entitled to an EHIC.

A person can apply for an EHIC:

- a) by phone on 0300 330 1350
- b) by post using an EHIC form available from the Post Office
- c) on-line at www.ehic.org.uk

## **Policy Definitions**

#### **Accidental Bodily Injury**

Bodily injury caused by:

- a) accidental violent external and visible means
- b) unavoidable exposure to the elements.

#### Adjustment Information

Such additional information as the **Insurer** may require the **Insured** to provide in order to calculate the full premium due for the **Period of Insurance** as shown on the **Schedule**.

#### Aircraft Accumulation Limit

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

#### **Annual Salary**

The annualised gross salary (excluding bonus payments) payable per annum by the Insured to the Insured Person as at the date of occurrence of the accident giving rise to Accidental Bodily Injury.

#### **Associated Illness**

Sickness or disease (except any psychological condition or disorder) that results directly from the Insured Person sustaining Accidental Bodily Injury that would not otherwise have arisen and had not previously arisen.

#### Baggage

Any item of clothing or any article belonging to the **Insured Person** or the **Insured** but not **Money**.

#### **Benefit**

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

#### Business of the Insured

The Business of the Insured as shown in the Schedule.

#### **Business Trip**

Any journey undertaken by an Insured Person (and their accompanying Spouse and accompanying immediate family when approved by the Insured) on behalf of the Insured in connection with the Business of the Insured that forms part of the Declared Travel Pattern.

#### **Capital Sum Benefit**

A Benefit that is not payable at a weekly rate.

#### Clause

Any addition, variation or alteration to the terms of this Policy.

#### Computer Equipment

Computers and associated audio, visual, video projection, printing or other similar equipment (including data and disks) used solely or partly for business purposes.

#### Contamination

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

#### Contamination by Terrorism Accumulation Limit

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

#### Death

Death caused by Accidental Bodily Injury.

#### **Declared Travel Pattern**

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

#### **Directors**

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

#### **Employee**

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

#### Europe

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

#### **Event Accumulation Limit**

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

#### **Excess**

The amount of each and every claim that the **Insured** or, as applicable, the **Insured Person**, must pay as shown in the **Schedule** in the Table of Sums Insured for the appropriate section of the Policy.

#### **Excess Period**

The first period of Temporary Total Disablement or Temporary Partial Disablement for which no Benefit is payable as shown in the Schedule.

#### First Aid Expenses

Expenses necessarily incurred by the Insured Person or the Insured on behalf of the Insured Person for immediate and urgent treatment due to the Insured Person having sustained Accidental Bodily Injury which results in a valid claim for any of Benefits 1 to 8 as shown under Section 1 of the Table of Sums Insured in the Schedule.

#### Hijack

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

#### Hospital

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

#### Hospitalisation

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

#### Illness

Any disease, medical complaint or medical condition which is not **Accidental Bodily Injury**.

#### Insured

The Insured named and shown in the Schedule.

#### **Insured Person**

Those persons specified in the Schedule as being Insured Persons.

#### **Insured Trip**

 Any journey undertaken by an Insured Person (and their accompanying Spouse and accompanying immediate family when approved by the Insured) on behalf of the Insured in connection with the Business of the Insured

and

 Any other journey undertaken by an Insured Person (and their accompanying Spouse and accompanying immediate family when approved by the Insured) with the permission of the Insured

that forms part of the Declared Travel Pattern.

#### Insurer

Allianz Insurance plc

#### Kidnapped/ Taken Hostage

The unlawful taking and holding captive of an Insured Person.

#### Loss/Losses

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

#### Loss of Hearing

Total and permanent loss of hearing in one or both ears that in the opinion of an independent qualified medical referee acceptable to the **Insurer** is never going to improve.

#### **Loss of Internal Organ**

Total and permanent:

a) loss by removal

or

b) effective loss of use

of one lung or one kidney, the spleen or the liver.

#### Loss of Limb

Total and permanent loss

a) by physical separation

or

b) of use

of a hand, at or above the wrist or a foot at or above the ankle.

#### Loss of Sight

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

 a) in both eyes if the Insured Person's name has been added to the Register of Blind Persons maintained by the government on the authority of a fully qualified ophthalmic specialist

or

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

#### Loss of Speech

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

#### **Maximum Benefit**

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

#### Maximum Benefit Period

The maximum length of time for which a Benefit is payable after the Excess Period has expired as shown in the Schedule.

#### Money

Cash, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets or coupons which have a distinct monetary value and are intended for travel, meals, accommodation and personal expenditure only.

#### Non-Scheduled Air Accumulation Limit

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

#### **Operative Times of Cover**

The time and circumstances when cover under this Policy is effective within the Period of Insurance shown in the Schedule by reference to the terms on page 9 of this Policy.

#### Period of Insurance

The period of insurance shown in the Schedule being the period during which this Policy remains valid subject to the Operative Time of Cover. The Period of Insurance runs up to 11.59pm on the day immediately prior to the renewal date shown in the Schedule.

#### **Permanent Total Disablement**

Any permanent disablement other than

- a) Loss of Sight
- b) Loss of Hearing
- c) Loss of Limb
- d) Loss of Internal Organ
- e) Loss of Speech

which having lasted without interruption for at least 12 months, has no reasonable prospect of improving, and in the opinion of an independent qualified medical referee acceptable to the **Insurer**, will in all probability permanently, completely and continuously prevent the **Insured Person** from engaging in or giving attention to:

- i. their Usual Occupation if in gainful employment
- ii. business profession or occupation of each and every kind if the Insured Person is not in gainful employment
- iii. business schooling profession or occupation of each and every kind if the Insured Person is under 16 years of age or under 18 years of age and in full time education

for the remainder of their life.

#### Permanent Partial Disablement

Loss of Sight, Loss of Hearing, Loss of Speech, Loss of Limb, Loss of Internal Organ.

#### Schedule

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

#### **Scheduled Air Transport**

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

#### **Sickness**

Any illness, disease, medical complaint or medical condition which is not **Accidental Bodily Injury** and which is contracted by an **Insured Person** within **Europe**, the United States of America, Canada. Australia or New Zealand.

#### **Spouse**

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

#### Strike or Industrial Action

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

#### **Temporary Partial Disablement**

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

#### **Temporary Total Disablement**

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

#### **Terrorism**

An act of 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, ethnic or similar purposes or reasons including the intention to influence any Government and/or to put the public or any section of the public in fear.

#### **Usual Occupation**

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

#### **United Kingdom**

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

#### **Visitors**

Persons who are not:

- a) Employees of the Insured
- b) emergency services personnel
- work experience placements under government funded training programmes

but are who are lawfully visiting the Insured's premises.

#### War

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

#### Weekly Benefit

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

#### Weekly Wage

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

## **Operative Times Of Cover**

#### • 24 Hours At any time

- Business Travel outside the United Kingdom On a Business Trip outside the United Kingdom or of leaving place of residence or place of work in the United Kingdom whichever is last, until return to place of residence or place of work in the United Kingdom whichever is first. Any period of holiday for an Insured Person which is purely ancillary to the Business Trip shall be deemed included within the period of the Business Trip provided that it is otherwise within the period set out above.
- Business Travel in the United Kingdom
   On a Business Trip in the United Kingdom or country of
   residence involving an overnight stay away from the Insured
   Person's residence, or a flight in an aircraft. Cover starts
   from the time of leaving the residence or work place
   whichever is last, until return to the residence or work place,
   whichever is first.

#### Travel in the United Kingdom

On a Business Trip for Insured Persons and Insured Trip for Directors of the Insured in the United Kingdom or country of residence involving an overnight stay away from the Insured Person's residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place, whichever is first.

#### • Travel outside the United Kingdom

On a Business Trip for Insured Persons and Insured Trip for Directors of the Insured outside the United Kingdom or country of residence, cover starting from the time of leaving place of residence or place of work in the United Kingdom whichever is last, until return to place of residence or place of work in the United Kingdom whichever is first. Any period of holiday for an Insured Person which is purely ancillary to the Business Trip shall be deemed included within the period of the Business Trip provided that it is otherwise within the period set out above.

#### All Travel in the United Kingdom

Whilst on an Insured Trip in the United Kingdom or country of residence involving an overnight stay away from the Insured Person's residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place, whichever is first.

#### All Travel outside the United Kingdom

While on an Insured Trip outside the United Kingdom or country of residence, cover starting from the time of leaving place of residence or place of work in the United Kingdom, whichever is the last, until return to place of residence or place of work in the United Kingdom, whichever is the first.

#### Occupational

- a) While an Insured Person is carrying out their occupational duties for the Insured or while travelling between:
  - i. an Insured Person's place of residence and place of work
  - ii. between places of work where the travel is at the expense of the **Insured**.
- At any time where Accidental Bodily Injury is the direct result of an unprovoked physical assault by another person.

#### Occupational including Commuting

- a) While an Insured Person is carrying out their occupational duties for the Insured or travelling between:
  - an Insured Person's place of residence and place of work
  - ii. places of work at the expense of the Insured.
- b) At any time where Accidental Bodily Injury is the direct result of an unprovoked physical assault by another person.
- Away from premises
   While an Insured Person is:
  - a) carrying out their occupational duties and is not on the Insured's premises
  - b) travelling between places of work where the travel is at the expense of the **Insured**.

#### Assault

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

#### Motor Vehicle Travel

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

### Section 1 – Personal Accident

#### Cover

The Insurer will pay the Insured the sum or sums shown in the Schedule if any Insured Person suffers Accidental Bodily Injury during the Period of Insurance and Operative Time of Cover which, within 12 months thereof solely, directly and independently of any other cause results in the:

- a) Death
- b) Permanent Total Disablement
- c) Permanent Partial Disablement
- d) Temporary Total Disablement
- e) Temporary Partial Disablement

of an Insured Person.

## Section 1A – Extensions Of Cover

This Section describes a number of additional benefits which are provided as an automatic extension of cover.

- a) Rehabilitation and Retraining Expenses
  If the Permanent Total Disablement Benefit becomes
  payable the Insurer will pay for rehabilitation and retraining
  costs to facilitate the Insured Person's return to gainful
  employment provided that the:
  - Insured Person was not over 65 years of age when Accidental Bodily Injury leading to Permanent Total Disablement occurred
  - ii. Insured Person was an Employee of the Insured
  - iii. Insurer's prior written approval of any rehabilitation and retraining costs is obtained.

The maximum amount payable is £10,000 in respect of any one Insured Person.

#### b) Visitors Benefit

If a Visitor suffers Accidental Bodily Injury during the Operative Time of Cover which, within 12 months thereof solely, directly and independently of any other cause results in the Death, Permanent Total Disablement or Permanent Partial Disablement of a Visitor the Insurer will pay the Insured a sum of £2,500 in respect of each Visitor.

The maximum amount payable is £10,000 in respect of any one Loss.

#### c) Hospitalisation Benefit

If Accidental Bodily Injury results in Hospitalisation in the Insured Person's country of residence on the recommendation of an appropriate doctor attached to the Hospital, the Insurer will pay the Insured the following amounts:

In-Patient Benefit

£50 for each continuous 24-hour period that the **Insured Person** spends in **Hospital** as an in-patient.

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

Convalescence Benefit

£50 for each continuous 24 hour period of convalescence during which the **Insured Person** is confined to their home or a registered nursing home on the recommendation of an appropriate doctor attached to the **Hospital** after discharge following a period of **Hospitalisation**.

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

#### d) Training Placements' Benefit

Unless otherwise included as an **Insured Person** or **Visitor** this Policy extends to include:

- i. work experience placements
- ii. trainees

under government funded training programmes for £25,000 Benefit in respect of any one Insured Person upon Death, Permanent Total Disablement or Permanent Partial Disablement.

#### e) Age Enhancement Benefit

Notwithstanding Policy Condition 17 the Insurer will pay a sum of £2,500 to the Insured in respect of an Insured
Person who is between 75 and 80 years of age if the Death or Permanent Partial Disablement Benefit would otherwise become payable if the Insured Person was under 75 years of age.

#### f) Assault Injury Enhanced Benefit

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

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

#### q) Temporary Replacement Staff Costs

If a Death benefit becomes payable under this Policy the Insurer will pay the Insured an additional sum of £5,000 towards reasonable additional costs the Insured incurs in conducting the Business of the Insured.

#### h) First Aid Expenses

The Insurer will pay for First Aid Expenses incurred in the Insured Person's country of residence up to a maximum of:

i. 15% of any amount paid by the **Insurer** under **Benefits** 1 to 6

or

ii. 30% of any amount paid by the Insurer under Benefits 7 and 8

as set out in the Schedule subject to a maximum total amount of £15,000 in respect of any one Insured Person.

#### i) Legal Advice

A Legal Adviser Card is provided to the Insured as an automatic Benefit entitling all Insured Persons to seek telephone advice and guidance 24 hours a day, 365 days a year on any personal legal matter apart from employment problems, which should be directed through the employer's normal procedures.

The legal advice and guidance the Insured Person gets will always be according to the laws of Great Britain and Northern Ireland. Calls may be recorded to protect the Insured Person.

When the Insured Person calls for Legal Advice, he or she must quote Policy Reference 34465. The Insured Person will be asked for a brief summary of the problem and these details will be passed on to an adviser who will return the Insured Person's call.

Legal advice is available by telephone during the **Period of Insurance** although no liability can be accepted for any breakdown or failure of the telephone network.

## Section 2 – Sickness

#### Cover

The Insurer will pay the Insured a sum or sums in accordance with the Table of Sums Insured shown in the Schedule if any Insured Person suffers Sickness during the Period of Insurance and Operative Time of Cover.

## Section 3 – Medical and Emergency Travel Expenses

## 24-hour Emergency Medical Assistance

You must contact us immediately about any serious illness or accident where you have to go in to hospital, return home early or extend your stay. If you are unable to do this because the condition is life, limb, sight or organ threatening, you should contact us as soon as you can. We are open 24 hours a day, 365 days a year.

For minor illnesses or accidents needing simple outpatient treatment where the medical expenses are under £250, if possible, please pay the bills, keep the receipts and make a claim when you return home.

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

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

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

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

#### What to do in the event of a claim

Check your schedule and policy wording which gives details of the cover provided along with appropriate conditions and exclusions and any information you may need to obtain. If you have any questions, please contact your insurance adviser.

Alternatively,

Phone: +44 (0)208 603 9514

Email: travel\_claims@allianz-assistance.co.uk

We may ask you to fill in a claim form and send it to us as soon as possible with all the information and documents we ask for (some of which you may need to obtain while you are away). It is essential that you provide us with as much information as possible to enable us to handle your claim quickly. Please keep copies of all information you send us.

#### Cover

If an Insured Person is injured or becomes ill outside the United Kingdom (or their normal country of residence if different) during an Insured Trip the Insurer will reimburse the Insured (in the case of a Business Trip) or Insured Person (if otherwise) for additional costs necessarily incurred by the Insured following the death, injury or illness of an Insured Person for:

- a) Medical Expenses outside the United Kingdom
   All costs necessarily incurred outside the United Kingdom
   (or outside of the normal country of residence of the Insured Person if different) as a result of the injury or illness of an Insured Person for reasonable costs for:
  - i. medical, hospital, surgical, remedial or diagnostic treatment
  - ii. attention given or prescribed by a registered medical practitioner or nursing home
  - iii. ambulance fees
  - iv. dental and optical treatment provided that such treatment is necessarily incurred by reason of a medical, dental or optical emergency.

#### b) Continued Medical Expenses inside the United Kingdom

Medical expenses necessarily incurred, and not otherwise available from the National Health Service, by an Insured Person in the United Kingdom within 6 months from the date of return from an Insured Trip during which a claim under this Section of the Policy for the same continuing injury or illness has been accepted by the Insurer up to but not exceeding £20,000 any one Loss provided that the Insurer's written approval is obtained before any expenses are incurred.

#### c) Emergency Travel Expenses

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

#### i. Repatriation Costs

The cost of repatriation of an **Insured Person** when in the opinion of the doctor in attendance and the **Insurer's** medical advisers, the **Insured Person** is fit to travel.

#### ii. Attendants Travel Expenses

Travel and accommodation expenses of up to two relatives or friends of an Insured Person, or a qualified nurse, who on medical advice is required to travel or remain with the Insured Person for the remainder of the Insured Trip to escort the Insured Person to his or her residence and/or work place as appropriate.

#### iii. Overseas Funeral Expenses

Expenses for the burial or cremation of the Insured Person outside the United Kingdom (or to the normal country of residence of the Insured Person if different).

#### iv. Body Transportation Costs

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

#### v. Immediate Family Emergency

Travel expenses in respect of returning an Insured Person to the United Kingdom (or to the normal country of residence of the Insured Person if different) to attend the funeral or otherwise in the event of death or critical illness of any member of the Insured Person's immediate family provided that the death occurred after and could not have been foreseen at the time of commencement of the Insured Trip.

#### vi. Immediate Family's Travel Expenses

Travel expenses in respect of any member of the Insured Person's immediate family who is travelling with the Insured Person in returning to the United Kingdom (or the Insured Person's normal country of residence if different) in the event of the Insured Person being medically repatriated.

The most the Insurer will pay for any one Loss under this Section is such expenses for up to two years from the date of injury or commencement of illness up to the sum insured shown in the Schedule less the deduction of any Excess

#### provided that

other than in the case of an emergency where immediate action is required to avert serious health or life threatening consequences, the Insured (in the case of a Business Trip) or the Insured Person (if otherwise) must first contact the Emergency Medical Assistance Service for advice and assistance to be taken prior to incurring any costs.

Failure to seek such prior advice and assistance may result in the **Insurer** declining to pay for any costs incurred. Details of the Medical Assistance Service can be found in Section 3A on this Policy.

## Section 3A – Overseas Hospitalisation Benefit

#### Cover

If as a result of having sustained Accidental Bodily Injury or contracted Illness during the Period of Insurance and Operative time of Cover an Insured Person is admitted to hospital outside the United Kingdom as an in-patient for a continuous period of not less than 24 hours on the recommendation of:

- i. the Insured Person's general practitioner
- ii. a doctor attached to the Hospital

the Insurer will pay the Insured (in the case of a Business Trip) or the Insured Person (if otherwise) the following amounts in addition to any other benefits payable in respect of the Insured Person.

#### a) In-Patient Benefit

£50 for each full 24 hour period which the **Insured Person** spends in **Hospital** as an in-patient.

The maximum total amount payable is £1,000 in respect of any one Insured Person.

#### b) Convalescence Benefit

£50 for each full 24-hour period of convalescence during which the **Insured Person** is confined to his or her home or a registered nursing home on the recommendation of a doctor upon discharge following a period of **Hospitalisation**. The maximum total amount payable is £1,000 in respect of any one **Insured Person**.

## Section 4 – Replacement Personnel Expenses

#### Cover

If an Insured Person suffers Accidental Bodily Injury or contracts Illness during the Period of Insurance and Operative Time of Cover which for medical reasons causes the Insured Person to be unable to continue a Business Trip the Insurer will reimburse the Insured for any transport and accommodation costs which the Insured necessarily incurs in sending one or more persons to replace the original Insured Person(s) in order to carry out and complete the original purpose of the original Business Trip

provided that:

- the Insured or Insured Person do not incur any unnecessary costs
- ii. the deployment of a replacement person or persons is a business necessity.

The maximum total amount payable is the sum insured shown in Section 4 of the Table of Sums Insured in the Schedule in respect of any one Insured Person for any one Business Trip.

## Section 5 – Baggage and Money

#### Cover

If the Baggage or Money of an Insured Person is permanently lost, stolen or damaged during the Period of Insurance and Operative Time of Cover, the Insurer will at its sole option either pay to the Insured (in the case of a Business Trip) or Insured Person (if otherwise) the cost of replacement of such Baggage and/or Money or in the case of lost or stolen Baggage provide a replacement article up to the sum insured in the Schedule less the deduction of any Excess amount shown in the Schedule

#### provided that:

i. if Baggage or Money of an Insured Person is lost or stolen, the Insured or Insured Person must, as soon as possible and in any event within 48 hours of the loss or theft being discovered, notify the loss to the Police or other appropriate authorities and obtain a written loss report from them (in the case of an airline the Insured or Insured Person will need to obtain a Property Irregularity Report) ii. the Insured (in the case of a Business Trip) or the Insured Person (if otherwise) provides the Insurer with evidence which substantiates the claim to the Insurer's satisfaction which may include receipts or loss report forms for the lost or stolen Baggage or Money.

The maximum amount payable is:

- a) the sums insured for Baggage and Money shown in Section 5 of the Table of Sums Insured in the Schedule in respect of any one Insured Person for any one Insured Trip.
- b) £1,500 for any one item of Baggage.

### Section 5A – Extensions Of Cover

## a) Pre-Journey and Post-Journey Money Cover

This Policy extends to include **Money** lost or stolen within the 72-hour periods immediately prior to and immediately following an **Insured Trip** provided that such **Money** has been obtained by the **Insured Person** specifically for the purposes of undertaking the **Insured Trip** and is in the custody and control of the **Insured Person**.

#### b) Pre-Journey Loss of Passport

If the passport and/or visa of an Insured Person is stolen within the 7-day period immediately prior to the planned departure date of an Insured Trip, provided that the Insured or Insured Person reports the theft to the Police, the Insurer will reimburse the Insured or Insured Person for any travel and accommodation costs reasonably and necessarily incurred in travelling to the nearest issuing office to obtain replacement documents for the Insured Person including any charges levied by the issuing office for the replacement documents.

The maximum amount payable is £250 any one Loss.

#### c) Loss of Passport during a Journey

If the passport and/or visa of an **Insured Person** is lost, stolen, damaged or otherwise becomes void during the course of an **Insured Trip** other than as a result of the expiry date of the passport and/or visa having passed, the **Insurer** will reimburse the **Insured** or **Insured Person** for any travel and accommodation costs reasonably and necessarily incurred in travelling to the nearest issuing office to obtain replacement documents for the **Insured Person** including any charges levied by the issuing office for the replacement documents.

The maximum amount payable is £1,000 in respect of any one Loss.

#### d) Temporary Deprivation of Baggage

If during an **Insured Trip** an **Insured Person** is temporarily deprived of **Baggage** for reasons outside of their control for a period of more than four hours, the **Insurer** will reimburse the **Insured** or **Insured Person** for the cost necessarily incurred for emergency essential purchases. Such payment made under this extension will be deducted from any lost/stolen **Baggage** payment for the same **Loss**.

The maximum amount payable is £1,000 in respect of any one Loss.

e) Fraudulent Use of Credit Cards

If the Insured Person sustains financial loss as a direct result of a credit/charge/debit/banker's card being lost or stolen during an Insured Trip and it being fraudulently used by anyone other than the Insured Person the Insurer will pay either:

i. the Insured an amount equivalent to such loss provided that the Insured had at the time of the Loss an obligation to the Insured Person to reimburse them for such loss and has so reimbursed them or

ii. the Insured Person an amount equivalent to such loss

provided that the terms and conditions under which such card has been issued have been fully complied with. The maximum amount payable is £1,000 in respect of any one Insured Trip.

## Section 6 – Cancellation and Curtailment

#### Cover

If an Insured Trip during the Period of Insurance and Operative Time of Cover is unavoidably cancelled or curtailed as a result of:

- a) any cause outside the control of the Insured and/or the Insured Person
- b) a companion or family member with whom the Insured Person is travelling becoming totally disabled by Accidental Bodily Injury or Illness occurring during the Insured Trip where the disablement is such that on the advice of a registered medical practitioner the travelling companion or family member must return to the United Kingdom (or to the normal country of residence of the Insured Person if different), immediately and without delay

and as a result the Insured Person's original journey plans are rearranged the Insurer will reimburse the Insured or Insured Person for all non-recoverable deposits advance payments and other charges paid or due to be paid by the Insured or the Insured Person for travel and/or accommodation of the Insured Person in connection with the cancelled Insured Trip up to the sum insured shown in the Schedule.

## Section 7 – Delayed Departure

#### Cover

If on an **Insured Trip** the **Insured Person** is delayed beyond the published departure time of the:

- a) aircraft
- b) sea vessel
- c) train

in which they are booked to travel during the Period of Insurance and Operative Time of Cover the Insurer will pay the Insured (in the case of a Business Trip) or the Insured Person (if otherwise) the amount shown below or in the Schedule whichever the greater:

- £30.00 after the first 4 hours delay
- £30.00 for each subsequent full hour of delay

#### provided that the:

- i. Insured Person checks in at the airport or port or other departure point designated by the relevant travel provider not later than the latest check in time indicated by the travel provider
- ii. Insured Person accepts alternative equivalent means of travel if this is offered by the travel provider within the period of delay
- iii. Insured or Insured Person obtains written confirmation from the travel provider of the extent of and reason for any delay.

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

# Section 8 – Missed International Connection/Missed Departure

#### Cover

If the aircraft, sea vessel or train in which the **Insured Person** is travelling fails to:

- a) get them to the departure point on time to take the first aircraft, sea vessel or train to commence an Insured Trip outside of the United Kingdom
- arrive at its destination outside the United Kingdom at the published expected time of arrival which results in the Insured Person arriving too late to board an onward connecting aircraft, sea vessel or train on which they are booked to travel

during the Period of Insurance and Operative Time of Cover the Insurer will reimburse the Insured or Insured Person for any costs reasonably and necessarily incurred for additional travel, accommodation or refreshments up to the maximum amount shown in the Schedule

#### provided that the:

- i. published expected time of arrival of the original aircraft, sea vessel or train on which the Insured Person is travelling at its destination airport, port or station must be sufficiently early to allow the Insured Person a reasonable expectation of checking in for the onward connecting transportation at least 45 minutes prior to the latest time permitted by the relevant operator for check in.
- ii. Insured or Insured Person obtains in writing the actual time of arrival of the aircraft or sea vessel or train at its destination from the airline company or sea vessel or train operator on the first section of the journey, and written confirmation from the connecting airline company or sea vessel or train operator that the connection has been missed because of the late arrival of the aircraft or sea vessel or train.
- iii. Insured Person accepts alternative equivalent means of travel if this is offered by the travel provider within the period of delay.

## Section 9 – Hijack and Kidnap

#### Cover

If on an Insured Trip the Insured Person is the victim of Hijack, Kidnap or is Taken Hostage during the Period of Insurance and Operative Time of Cover the Insurer will pay the Insured (in the case of a Business Trip) or Insured Person (if otherwise) £300 or the amount shown on the Schedule, whichever the greater, for each complete 24 hour period that the Insured Person is held.

The maximum amount payable is £15,000 in respect of any one Loss.

## Section 10 – Personal Liability

#### Cover

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

provided that the:

- i. Insured or the Insured Person must give immediate notice to the Insurer of any occurrence which may result in a claim under this section of this Policy even if no notice of impending prosecution, inquest or inquiry has been issued to the Insured or Insured Person. The Insured or Insured Person must notify the Insurer immediately in writing if any notice of prosecution, inquest or inquiry is received by the Insured or Insured Person.
- ii. Insured or Insured Person must provide the Insurer with all information or documentation that the Insurer requests in connection with any occurrence which may result in a claim under this Section of the Policy.

- iii. Insured or Insured Person must forward to the Insurer every letter, writ or summons received by the Insured Person or the Insured in connection with any occurrence that is or may be the subject of a claim under this Section of this Policy immediately it is received.
- iv. Insured or Insured Person must not make any admission of liability, offer or promise or payment without the Insurer's specific written consent.
- v. the Insurer is able at its discretion to take over the Insured Person's rights and conduct the defence or settlement of any claim in the name of the Insured Person and the Insurer is able to prosecute any other persons at its own expense and for its own benefit and the Insured Person gives the Insurer all information and assistance as the Insurer may require.
- vi. Insurer may at any time and at its sole discretion pay to the Insured Person an amount equal to the Limit of Indemnity shown in Section 10 of the Table of Sums Insured in the Schedule or any lower amount for which any claim or claims can be settled and in that event the Insurer will not be under any further liability.

## Section 11 – Legal Expenses

## Definitions that only apply to Section 11 Legal Expenses

#### **Allianz Legal Protection**

Allianz Legal Protection, part of the Insurer.

#### Their address is:

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

#### Limit of Indemnity

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

#### **Territorial Limits**

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

#### **Insured Event**

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

#### **Legal Representative**

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

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

The Insured Person can only choose the Legal Representative if Allianz Legal Protection agree that legal proceedings need to be issued or if a conflict of interest arises which means that the Legal Representative cannot act for the Insured Person. The Insured Person must send his or her name to Allianz Legal Protection. If Allianz Legal Protection agree to appoint a Legal Representative that the Insured Person chooses, he or she will be appointed on the same terms as Allianz Legal Protection would have appointed one of Allianz Legal Protection may decide not to accept the Insured Person's choice of Legal Representative. If Allianz Legal Protection do not agree with the Insured Person's choice, the matter will be settled using the procedure in condition 6 of this Section.

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

#### **Legal Costs**

- The professional fees and expenses reasonably and properly charged by the Legal Representative, up to the standard rates set by the courts, which cannot be recovered from the Insured Person's opponent.
- 2. The Insured Person's opponent's Legal Costs which the Insured Person is ordered to pay by a court or tribunal.

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

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

#### **Journey**

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

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

#### Cover

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

#### Making a Claim under Section 11

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

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

Redwood House, 2530 The Quadrant Aztec West Almondsbury Bristol BS32 4AW United Kinadom

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

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

#### Overseas Legal Advice

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

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

## Exclusions that only apply to Section 11 – Legal Expenses

Allianz Legal Protection will not pay for the following:

- Any amount of money that the Insured Person agrees to or has to pay to any Legal Representative out of any compensation or damages that the Insured Person receives.
- 2. Any claim relating to an **Insured Person** who does not normally live in the **United Kingdom**.
- Any claim relating to the Insured Person driving a motor vehicle
- 4. Any claim relating to medical treatment.
- 5. Any costs incurred before Allianz Legal Protection have accepted the Insured Person's claim in writing.
- Any Legal Costs Allianz Legal Protection has not agreed to in writing.
- 7. Any fines or penalties.
- 8. Disputes between the Insured Person and:
  - any other person covered by this Policy;
  - someone the Insured Person lives with or has lived with;
  - the Insured; or
  - Allianz Legal Protection
- Any claim which happens because the Insured Person has deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim.
- 10. An application for a judicial review.
- 11. Any dispute to do with written or verbal remarks which damage the Insured Person's reputation.
- 12. Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret or deal with any date change.
- 13. Any Legal Costs covered by another insurance policy.
- **14.** Claims directly or indirectly caused by, contributed to or arising from:
  - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
  - radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- **15.** Claims arising from war, invasion, riot, revolution, Terrorism or a similar event.
- **16.** Any VAT which the Insured Person can get back from elsewhere.

## Conditions that only apply to Section 11 – Legal Expenses

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

- 1. The Insured Person must do the following
  - (a) Report any claim to Allianz Legal Protection and not to any other person or organisation.
  - (b) Give Allianz Legal Protection written details of the claim along with any other supporting information Allianz Legal Protection ask for.
  - (c) Make any claim within six months of the date of the Insured Event.
  - (d) Not appoint a Legal Representative.
  - (e) Follow the Legal Representative's advice and provide any information he or she asks for.
  - (f) Take every step to get Legal Costs back and pay them to Allianz Legal Protection.
  - (g) Get Allianz Legal Protection's written permission before making an appeal.
  - (h) Make sure that the Legal Representative keeps to all parts of Condition 2 below.
- 2. The Legal Representative must do the following
  - (a) Get Allianz Legal Protection's written permission before instructing a barrister or expert witness.
  - (b) Tell Allianz Legal Protection if, at any stage, there is no longer a reasonable chance of successfully getting damages back or getting any other solution.
  - (c) Tell Allianz Legal Protection straight away if the Insured Person or other party makes a payment into a court or any offer to settle the matter.
  - (d) Report the result of the claim to Allianz Legal Protection when it is finished.
- Allianz Legal Protection will have the right to do the following
  - (a) Take over and conduct, in the **Insured Person's** name, any claim or proceedings.
  - (b) Settle a claim by paying the amount in dispute.

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

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

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

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

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

If Allianz Legal Protection gives the Insured Person notice, Allianz Legal Protection must send it to his or her last known address.

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

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

 Allianz Legal Protection does not have to keep to any agreement between the Insured Person and the Legal Representative or the Insured Person and any other person or organisation. 8. Allianz Legal Protection or the Insured may cancel this Section of the Policy by giving 30 days notice. If the Insured cancels this Section of the Policy during this time, the Insured will not be entitled to a refund of the money the Insured has paid. If Allianz Legal Protection cancel this Section of the Policy during this time, Allianz Legal Protection will refund any amount the Insured has paid for the rest of the Period of Insurance, as long as any Insured Person has not made a claim.

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

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

## **Policy Conditions**

This Part of the Policy provides details of all Conditions that apply to all sections. There are also additional Conditions applicable to Section 11 Legal Expenses which are detailed on pages 20 to 21 of this Policy.

#### 1. Fair Prsentation 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. Misrepresentation of facts relevant to an Insured Person

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

#### 3. Fradulent Claims

If any fraud to which Policy Condition 17 relates is perpetrated by or on behalf of an Insured Person (and not on behalf of the Insured), Policy Condition 17 should be read as if it applies only to that Insured Person's claim and references to the Policy should be read as if they were references to the cover effected for that person alone and not to the Policy as a whole.

#### 4. Payment of Premium

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

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

#### 5. Assignment

The **Insured** and the **Insured Person** must not assign any of the benefits under this Policy. 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.

#### 6. Change in Risk

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

#### 7. The Insurer's right to cancel this policy

Other than where Policy Condition 17 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, 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.

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

#### 8. Cancellation – War Risks

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

#### 9. Adjustment of premium

If premium has been calculated on a deposit or declaration basis, the Insured must provide the Adjustment Information as shown in the Schedule to the Insurer within 30 days of the expiry of the Period of Insurance.

Any additional premium calculated to be due must be paid by the **Insured** upon demand and any return premium will be paid by the **Insurer** to the **Insured**. If the Insured does not provide the Adjustment Information within 30 days of the expiry of the Period of Insurance then the Insurer will be entitled to adjust the premium at its discretion, but subject to any additional premium not exceeding 50% of the annual premium for the relevant Period of Insurance.

#### 10. Benefit Limits

- a) The Insurer will not pay more than the Maximum Benefit for Benefits 1 to 6 or any other sum insured as shown in the Schedule for any one Insured Person.
- b) The Maximum Benefit payable in respect of Death of an Insured Person under 16 years of age or under 18 years of age and in full time education shall not exceed £10,000 or the Benefit stated in the Schedule whichever is the lower.
- c) The maximum Weekly Benefit payable for
  - Temporary Total Disablement will not exceed 100%
  - Temporary Partial Disablement will not exceed 50%

of the Insured Person's normal Weekly Wage. It is the duty of the Insured to inform the Insurer if any claim payment does exceed these limits. Payment will be proportionately reduced until these limits are not exceeded.

- d) Payment by the Insurer to the Insured of any Weekly Benefit does not prejudice the Insured's entitlement to any other Benefit but payment of Weekly Benefits will cease if the Insurer pays any of the Capital Sum Benefits and the Insurer will not be liable to pay any further Benefits in respect of the same Insured Person for the same Loss.
- e) The Schedule shows the Weekly Benefit payable to the Insured for each complete working week of Temporary Total Disablement or Temporary Partial Disablement.
  - Payment for any incomplete working week will be calculated as a proportion of the Weekly Benefit shown in the Schedule equivalent to the number of days of disablement compared to the number of days which the Insured normally pays the Insured Person to work in a normal week.
- f) The Insurer will not pay more than one of the Benefits 1 to 6 shown in the Table of Sums Insured in respect of any one Insured Person for injuries arising from the same Loss.

- g) The Insurer will not pay more than one of Benefits 7 and 8 shown in Section 1 and Benefit 1 shown in Section 2 of the Table of Sums Insured in respect of any one Insured Person for the same Loss.
- h) The Insurer will not pay more than one of Benefits 7 and 8 shown in Section 1 of the Table of Sums Insured for an accident arising from separate originating Losses concurrently.

#### 11. Disappearance

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

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

In the event of the **Insured Person's** re-appearance after payment of compensation under **Benefit** 1 in the Table of Sums Insured the beneficiary thereof will repay such compensation to the **Insurer** unless probate has been granted or legal evidence of the presumption of **Death** has been supplied to the **Insurer**.

#### 12. Claims conditions

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

- a) the Insured or Insured Person must give notice to the Insurer as soon as possible and in any event within 30 days after the happening of any loss damage or occurrence which may result in a claim under this Policy
- the Insured or Insured Person must provide the Insurer with all information and evidence which the Insurer may reasonably require at no cost to the Insurer
- c) the Insured or Insured Person must at the Insurer's request provide a medical examination report in respect of any Accidental Bodily Injury where the Insured requires the Insurer to consider a claim under this Policy for which the Insurer will pay the cost of the medical examination fee

 the Insured must ensure that as soon as possible after the occurrence of any Accidental Bodily Injury the Insured Person obtains and follows the advice of a registered medical practitioner

The Insurer will not be liable for any bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of the Insured Person's failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed

- e) in the event of the Death of an Insured Person the Insurer will be entitled to have a post-mortem examination carried out at its expense
- f) for the Insured to claim for Weekly Benefits under this Policy the Insured Person must have no other weekly benefits insurance in force except as declared to and accepted by the Insurer during the Period of Insurance.

#### 13. Third Parties

Save as set out herein, a person or company who is 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 terms 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.

#### 14. Law Applicable to Contract

Unless the **Insurer** agrees otherwise:

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

#### 15. Accumulation Limits

The Insurer's maximum liability for all accepted claims in total in respect of all Insured Persons involved in the same Loss shall not exceed the Aircraft Accumulation Limit, Event Accumulation Limit, Non-scheduled Air Accumulation Limit or Contamination by Terrorism Accumulation Limit as applicable. Where the total of all individual claims exceeds the limit applicable the individual claims shall be reduced proportionately until the total of all individual claims does not exceed the limit applicable in the Schedule.

#### 16. Policy Age Limit

Unless otherwise agreed by the **Insurer** and specifically noted in this Policy no person aged:

- a) 55 or over in respect of Section 2 of this Policy
- **b)** 75 or over in respect of all other Sections of this Policy at commencement of the **Period of Insurance** will be

#### 17. Fraud Condition

covered by this Policy.

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

- a) makes any false or fraudulent claim;
- b) makes any exaggerated claim;
- supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- 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.

#### 18. 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;
- 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.

## **Policy Exclusions**

This Part of the Policy provides details of all Exclusions. Exclusions applicable to all Sections of the Policy are listed first, followed by Exclusions applicable to each individual Section of the Policy. There are also additional Exclusions applicable to Section 11 Legal Expenses which are detailed on page 19 of this Policy.

#### This Policy does not cover:

Any claim arising out of or consequent upon or contributed to

- 1. directly or indirectly by:
  - a) any Insured Person committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind.
  - b) the Insured Person
    - i taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for the Insured Person's own drug addiction or alcoholism
    - ii serving in the Armed Forces of any Nation or International Authority
    - iii committing suicide, attempted suicide or intentional self-injury
    - iv taking part in or attempting to take part in off-piste winter sports
  - c) war (whether declared or not):
    - i between any of the Major Powers (specifically China, France, the United Kingdom, any of the former member states of the Soviet Union and the United States of America)

and/or

ii within Europe in which any of such Major Powers or their armed forces are involved or any enforcement action within Europe by or on behalf of the United Nations.

In respect of Section 11 Exclusion 3 is replaced by Exclusion 15 as noted in Section 11.

 d) ionising radiations radioactive contamination or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- e) venereal disease or Acquired Immune Deficiency Syndrome (AIDS), Human Immunodefficiency Virus (HIV) and or any mutual derivative or variations however caused.
- 2. Loss in excess of the Contamination by Terrorism Accumulation Limit shown in the Schedule. Claims are not payable as a result of any event directly or indirectly arising out of Contamination due to any act of Terrorism regardless of any other cause or any other event contributing at the same time or in any other sequence to such event. If the Insurer alleges that by reason of this exclusion any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the Insured or Insured Person, as applicable.
- **3.** Any claim arising out of or consequent upon travel to Afghanistan, Iraq, Ivory Coast, Somalia or Chechnya unless agreed in writing by the **Insurer**.
- 4. Any claim in excess of:
  - a) £25 million
  - b) the Event Accumulation Limit, Non-scheduled Air Accumulation Limit, Aircraft Accumulation Limit
  - c) Contamination by Terrorism Accumulation Limit whichever shall be the lower.
- 5. Any claim under Section 1 of this Policy in respect of:
  - a) any Benefit during the Excess Period
  - sickness or disease (with the exception of Associated Illness)
  - engaging in air travel as aircraft crew of any kind or carrying out any trade or technical operation whilst an aircraft is in flight.
- 6. Any claim under Section 2 of this Policy in respect of:
  - a) any Benefit during the Excess Period
  - Sickness first diagnosed or existing before commencement of the Period of Insurance
  - any period of Sickness which first commenced before the Insured Person first becomes covered under Section 2 of this Policy
  - d) Sickness which commences within the first 28 days after the date from which an Insured Person first becomes covered under Section 2 of this Policy

- e) Sickness which is suffered as a result of the Insured Person being pregnant or giving birth (unless Sickness arises from a diagnosed medical complication which is not a normal symptom of pregnancy or childbirth).
- Sickness directly or indirectly arising from or attributed to any
  - i. pre-existing physical defect or infirmity at the inception of this Period of Insurance
  - ii. gradually operating cause.

#### 7. Any claim under Section 3 of this Policy:

- a) where an Insured Person is travelling:
  - i. against the advice of a registered medical practitioner
  - ii. for the specific purpose of receiving medical treatment or advice
- b) in the last month prior to the most recently advised expected date of delivery as a result of the Insured Person being pregnant or giving birth (unless disability arises from a diagnosed medical complication which is not a normal symptom of pregnancy or childbirth)
- c) for cosmetic treatment unless agreed by the Insurer and necessary as a result of Accidental Bodily Injury
- d) for costs of medication known by the Insured Person to be required or continued whilst on the Insured Trip
- e) costs of private medical care in the United Kingdom or country of residence unless covered by Continued Medical Expenses in the United Kingdom under Section

#### 8. Any claim under Section 5 of this Policy in respect of:

- a) loss of monetary value due to depreciation
- b) loss/damage to, or theft of, deeds, securities or manuscripts
- c) Computer Equipment unless declared to and accepted by the Insurer
- d) Baggage stolen or lost from an unattended vehicle unless such Baggage was in the locked boot or concealed in a covered luggage compartment of a fully locked vehicle
- e) Money stolen or lost from an unattended vehicle
- f) loss or damage caused by delay, detention or confiscation by order of any Government or Public Authority.

#### 9. any claim under Section 6 of this Policy in respect of the:

- a) disinclination of the Insured Person or companion or family member to travel
- b) Insured Person or family member or companion who accompanies the Insured Person:
  - i travelling or planning to travel against the advice of a registered medical practitioner
  - ii being pregnant where the cancellation, curtailment or re-arrangement occurs within one month of the most recently advised expected date of delivery for such person giving birth (unless disability arises from a diagnosed medical complication which is not a normal symptom of pregnancy or childbirth)
- c) Cancellation or rescheduling of the intended purpose of the Insured Trip
- d) Redundancy or the termination of employment of the Insured Person
- e) Insured or Insured Person's financial circumstances
- f) default of any provider (or their agent) of transport or accommodation, acting for the Insured or Insured Person.

#### 10. any claim under Sections 7 or 8 of this Policy in respect of:

- a) strike or industrial action affecting travel services which is in progress or which had been publicly threatened and/or publicly announced at the time of booking the Insured Trip
- b) delay due to the financial failure of the provider of the travel and/or accommodation services or the travel agent or tour operator acting for the Insured or Insured Person.
- 11. any claim under Section 8 of this Policy in respect of a claim that is covered under Section 7 of this Policy.

#### 12. any claim under Section 9 of this Policy in respect of:

- a) Hijack or being Kidnapped/Taken Hostage when the scheduled destination of the flight is or is by way of a country in a state of War
- b) being Kidnapped/Taken Hostage where the Insured Person is Kidnapped/Taken Hostage in a country that is in a state of War
- ransom payments, or reimburse payment of promises of payments of any kind made to secure the release of an Insured Person.

#### 13. any claim under Section 10 of this Policy in respect of:

- a) bodily injury caused to any member of the Insured Person's immediate family or loss or damage caused to property belonging to or in the custody or control of the Insured Person or any member of the Insured Person's immediate family or employee or any servant or agent of the Insured Person
- b) bodily injury or loss of or damage to property which arises whilst the Insured Person is performing any duty or action in connection with the Business of the Insured or any other business occupation or profession of the Insured Person
- bodily injury or loss of or damage to property which arises out of the ownership, possession or use of or legal responsibility for any:
  - i. land or buildings
  - ii. mechanically propelled or towed vehicle
  - iii. aircraft, hovercraft or watercraft
  - iv. animal (of a species defined as a dangerous species in the Animals Act 1971 or the Dangerous Dogs Act 1991 or Dangerous Dogs Act (Amendment) 1996)
     by the Insured Person
- d) Liability in respect of fines, penalties, or liquidated damages, punitive, exemplary or aggravated damages
- e) Any loss or damage occurring in any country outside the United Kingdom in which the Insured Person owns premises or is resident or domiciled
- Liability arising directly or indirectly by or through or in connection with any wilful or malicious or unlawful act or omission
- **g)** Liability loss or damage for which indemnity is provided under any other insurance.

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

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

The Financial Ombudsman Service Exchange Tower London E14 9SR

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

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

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

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

Alternatively, you can contact the Financial Ombudsman Service directly.

## **Financial Services Compensation Scheme**

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

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

### **Data Protection**

Allianz Insurance plc together with other companies within the Allianz SE group of companies ("Allianz Group") may use the personal and business details you have provided or which are supplied by third parties including any details of directors, officers, partners and employees (whose consent you must obtain) to:

- provide you with a quotation, deal with the associated administration of your policy and to handle claims;
- search credit reference, credit scoring and fraud agencies who may keep a record of the search;
- share with other insurance organisations to help offset risks, administer your policy, for statistical analysis, and to handle claims and prevent fraud;
- support the development of our business by including your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on our behalf.

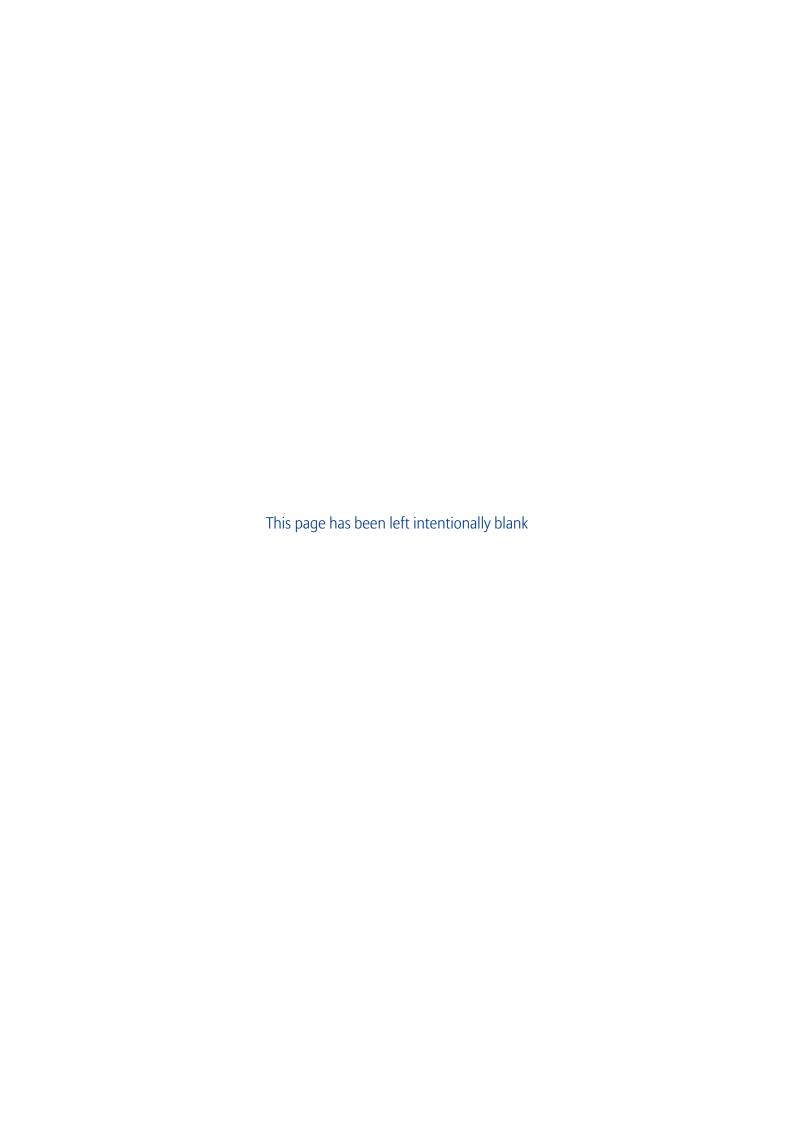
Allianz Group may need to collect and process data relating to individuals who may benefit from the policy ("Insured Persons"), which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by Allianz Group and that this fact is made known to the Insured Persons.

Telephone calls may be recorded for our mutual protection, training and monitoring purposes.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of your data and your insurance policy data in this way and for these purposes and that your directors, officers, partners, and employees have consented to our using their details in this way.





#### www.allianz.co.uk