

Allianz Insurance plc

MartialGuard Travel

Policy Wording



Chartered

Allianz 



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Insurers and service providers

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

All Sections of this Policy are underwritten by Allianz Insurance plc

Section 1A is administered by Mondial Limited trading as Allianz Global Assistance on behalf of Allianz Insurance plc.

Section 9 Legal Expenses is underwritten by Allianz Legal Protection, part of Allianz Insurance plc.



Introduction

Thank you for choosing Allianz.

Allianz Insurance plc 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 Towergate Insurance 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 Towergate Insurance 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 unless stated otherwise
- 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 the Policy, unless stated otherwise.

The Insurer will cover the Insured in accordance with and subject to the terms of this Policy, in consideration of the payment to the Insurer of the premium for the Period of Insurance.

Signed on behalf of Allianz Insurance plc.



Jon Dye
Chief Executive

Policyholder Helplines

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

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

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 1 is shown as insured on the schedule, the Insured or Insured Person is entitled to the following services:

Pre-travel Helpline

Tel +44 00 (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 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

This part of the Policy lists definitions applicable to all sections of the Policy.

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 total 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**.

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**.

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 total 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.

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.

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 total 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**.

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

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

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 total 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 7 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**.

Policy

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

Schedule

The part of this **Policy** that details proposal and other information forming part of this contract and that shows the **Sections** of this **Policy** that are insured.

Scheduled Air Transport

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

Section/Sections

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

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.

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.

United Kingdom

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

War

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

Operative Times Of Cover

- **Business Travel outside the United Kingdom**
On a **Business Trip** outside the **United Kingdom** or of leaving place of residence or the club or association premises in the **United Kingdom** whichever is last, until return to place of residence or the club or association premises 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 the club or association premises, whichever is last, until return to the residence or work place, whichever is first.

Section 1 – Emergency Medical and Travel Expenses

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 £5,000 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 1A** on this **Policy**.

Section 1A – Emergency Medical Assistance Service

The Emergency Medical Assistance Service is operated by a specialist emergency assistance organisation whose details are advised to the **Insured** on a medical assistance card issued by the **Insurer**. The **Insured** shall where appropriate communicate these details to the **Insured Person**.

The Emergency Medical Assistance Service will advise on, and where appropriate arrange, all medical treatment, travel and accommodation covered under **Section 1** Emergency Medical and Travel Expenses.

The Emergency Medical Assistance Service will deal with enquiries and will ensure that where necessary:

- a) the **Hospital** is contacted and any necessary fees guaranteed
- b) multi-lingual staff are used to converse with doctors and the **Hospital** overseas in their own language

- c) medical advisers are consulted at the outset for their views on the possibility of arranging repatriation and the best method of transportation to be adopted. Whenever necessary the patient will be escorted by a medical attendant
- d) assistance is provided upon arrival in the **United Kingdom** (or the **Insured Person's** normal country of residence if different)
- e) arrangements are made for the **Insured Person** to travel home and for the outward and return journeys for the next of kin to a sick or injured **Insured Person**

provided that medical treatment, travel and/or accommodation has been arranged by the Emergency Medical Assistance Service the **Insurer** will pay all costs covered under **Section 1** incurred on behalf of the **Insured Person** or the **Insured**.

Section 1B – 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 2 – 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:

- i. 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 2** of the Table of Sums Insured in the **Schedule** in respect of any one **Insured Person**.

Section 3 – 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 3** of the Table of Sums Insured in the **Schedule** in respect of any one **Insured Person** for any one **Insured Trip**.
- b) £750 for any one item of **Baggage**.

Section 3A – Baggage and Money 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 £750 in respect of any one **Insured Trip**.

Section 4 – 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 5 – 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 6 – 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**
- b) 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 7 – 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 8 – 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** gives 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** provides 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** forwards 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** does not make any admission of liability, offer or promise or payment without the **Insurer's** specific written consent.
- v. **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 8** 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 9 – Legal Expenses

Definitions that only apply to Section 9 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**.

Legal Costs

1. 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.
2. The **Insured Person** is away in connection with the **Business of the Insured**.
3. It is within the **Period of Insurance** and within the **Territorial Limits**.

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 9

To make a claim under this Section, the **Insured Person** should telephone **Allianz Legal Protection** on **0370 241 4140** and quote Master Policy Number **36566**.

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

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

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 9 – Legal Expenses

Allianz Legal Protection will not pay for the following:

1. Any amount of **Money** that the **Insured Person** agrees to or has to pay to any **Legal Representative** out of any compensation or damages that the **Insured Person** receives.
2. Any claim relating to an **Insured Person** who does not normally live in the **United Kingdom**.
3. Any claim relating to the **Insured Person** driving a motor vehicle
4. Any claim relating to medical treatment received by the **Insured Person**.
5. Any costs or expenses incurred by the **Insured Person** before **Allianz Legal Protection** have accepted the **Insured Person's** claim in writing.
6. Any **Legal Costs** **Allianz Legal Protection** has not agreed to in writing.
7. Any fines or penalties.
8. Disputes between the **Insured Person** and:
 - any other person covered by this Policy;
 - someone the **Insured Person** lives with or has lived with;
 - the **Insured**; or
 - **Allianz Legal Protection**
9. Any claim which happens because the **Insured Person** has deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim.
10. An application for a judicial review.
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. **Legal Costs** covered by another insurance policy or any other **Section** of this **Policy**.
14. Claims arising from **War**, invasion, riot, revolution, **Terrorism** or a similar event.
15. Any VAT which the **Insured Person** can get back from elsewhere.

Conditions that only apply to Section 9 – Legal Expenses

1. It is a condition precedent to **Allianz Legal Protection's** liability that the **Insured Person**:
 - (a) Reports any claim to **Allianz Legal Protection** and not to any other person or organisation.
 - (b) Gives **Allianz Legal Protection** written details of the claim along with any other supporting information **Allianz Legal Protection** ask for.
 - (c) Makes any claim within six months of the date of the **Insured Event**.
 - (d) Does not appoint a **Legal Representative**.
 - (e) Follows the **Legal Representative's** advice and provides any information he or she asks for.
 - (f) Takes every step to get **Legal Costs** back and pay them to **Allianz Legal Protection**.
 - (g) Gets **Allianz Legal Protection's** written permission before making an appeal.
 - (h) Ensures that the **Legal Representative** keeps to all parts of Condition 2 below.
2. The **Legal Representative** must do the following
 - (a) Get **Allianz Legal Protection's** written permission before instructing a barrister or expert witness.
 - (b) Tell **Allianz Legal Protection** if, at any stage, there is no longer a reasonable chance of successfully getting damages back or getting any other solution.
 - (c) Tell **Allianz Legal Protection** straight away if the **Insured Person** or other party makes a payment into a court or any offer to settle the matter.
 - (d) Report the result of the claim to **Allianz Legal Protection** when it is finished.
3. **Allianz Legal Protection** will have the right to do the following
 - (a) Take over and conduct, in the **Insured Person's** name, any claim or proceedings.
 - (b) Settle a claim by paying the amount in dispute.
 - (c) Appoint the **Legal Representative** in the **Insured Person's** name and on the **Insured Person's** behalf.
 - (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 **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 the name and address of his or her chosen **Legal Representative** 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 their own chosen **Legal Representative**. **Allianz Legal Protection** may decide not to accept the **Insured Person's** choice of **Legal Representative**. If **Allianz Legal Protection** does not agree with the **Insured Person's** choice, the matter will be settled using the procedure in Condition 6 under this **Section**.

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

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

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.

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 9 Legal Expenses which are detailed on pages 17 to 18 of this Policy.

1. Fair Presentation of the Risk

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

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

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

For the purposes of this condition references to:

- a) avoiding a **Policy** means treating the **Policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **Policy**), the renewal date (where the failure occurs at renewal of the **Policy**), or the variation date (where the failure occurs when the **Policy** is varied);

- b) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c) issuing a **Policy** should be treated as references to issuing the **Policy** at inception, renewing or varying the **Policy** as the context requires;
- d) premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

2. 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 premium 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.

3. 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**.

4. Change in Risk

The Insured must give immediate notice to the **Insurer** of any change to the ownership of the **Insured**, the **Business of the Insured** or the occupation of any **Insured Person** from that which the **Insured** originally advised to the **Insurer**.

5. The Insurer's right to cancel this Policy

Other than where General Condition 13 Fraud applies the **Insurer** may cancel this **Policy** by giving the **Insured** thirty (30) days notice by recorded delivery post to the **Insured** at the **Insured's** 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. **The Insured Persons** and the **Insured** may not cancel this **Policy**.

6. Cancellation – War Risks

The **Insurer** may cancel cover under this **Policy** in respect of **War** risks at any time and at its discretion by giving the **Insured** fourteen (14) 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.

7. 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**.

8. 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**.
- b) 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** must ensure that as soon as possible after the occurrence of any **Injury or Illness** 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.

9. 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.

10. 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
- b) All aspects of the **Policy** including negotiation and performance are subject to English law and the decisions of English courts.

11. 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**.

12. Policy Age Limit

Unless otherwise agreed by the **Insurer** and specifically noted in this **Policy** no person aged 80 or over in respect of all other **Sections** of this **Policy** at commencement of the **Period of Insurance** will be covered by this **Policy**.

13. Fraud

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

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

the Insurer will:

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

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

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

14. Loss Reduction Conditions

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

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

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 9 Legal Expenses which are detailed on page 16 of this Policy.

This Policy does not cover:

Any claim arising out of or consequent upon or contributed to directly or indirectly by:

1. any **Insured Person** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind.
2. the **Insured Person**
 - a) 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
 - b) serving in the Armed Forces of any Nation or International Authority
 - c) committing suicide, attempted suicide or intentional self-injury
 - d) participating in off-piste winter sports
3. **War** (whether declared or not):
 - a) 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
 - b) 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 9 Exclusion 3 is replaced by Exclusion 15 as noted in Section 9.
4. 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.
5. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) and or any mutual derivative or variations however caused.

6. The following Exclusion applies to any **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.

7. Any claim arising out of or consequent upon travel to Afghanistan, Iraq, Ivory Coast, Somalia or Chechnya unless agreed in writing by the **Insurer**.
8. 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.
9. Any claim under Section 1 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 1**.

10. Any claim under Section 3 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.

11. any claim under Section 4 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**.

12. any claim under Sections 5 or 6 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**.

13. any claim under Section 6 of this Policy in respect of a claim that is covered under Section 5 of this Policy.

14. any claim under Section 7 of this Policy in respect of:

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

15. any claim under Section 8 of this Policy in respect of:

- a) bodily injury caused to any member of the **Insured Person's** immediate family or loss or damage caused to property belonging to or in the custody or control of the **Insured Person** or any member of the **Insured Person's** immediate family or **Employee** or any servant or agent of the **Insured Person**
- b) bodily injury or loss of or damage to property which arises whilst the **Insured Person** is performing any duty or action in connection with the **Business of the Insured** or any other business occupation or profession of the **Insured Person**
- c) bodily injury or loss of or damage to property which arises out of the ownership, possession or use of or legal responsibility for any:
 - i. land or buildings
 - ii. mechanically propelled or towed vehicle
 - iii. aircraft, hovercraft or watercraft
 - iv. animal (of a species defined as a dangerous species in the Animals Act 1971 or the Dangerous Dogs Act 1991 or Dangerous Dogs Act (Amendment) 1996)by the **Insured Person**

- d) Liability in respect of fines, penalties, or liquidated damages, punitive, exemplary or aggravated damages
- e) Any loss or damage occurring in any country outside the **United Kingdom** in which the **Insured Person** owns premises or is resident or domiciled
- f) Liability arising directly or indirectly by or through or in connection with any wilful or malicious or unlawful act or omission
- g) Liability loss or damage for which indemnity is provided under any other insurance.

16. Professional Sportspersons

Professional sportspersons other than coaching, teaching or in an official capacity.

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: accasm@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: accasm@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.

Making a Claim

Claims under [Sections 1 to 8](#) of this [Policy](#) should be referred to:

Allianz Claims
PO Box 10509
51 Saffron Road
Wigston
LE18 9FP
Tel: 0344 893 9500

Claims under [Section 9](#) Legal Expenses should be referred to Allianz Legal Protection at the address shown on page 16 of this [Policy](#).

Fair Processing Notice – how we use personal information

1. Who we are

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

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

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

2. How we use personal information

We use personal information in the following ways:

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

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

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

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

Further details can be found below.

3. Automated decision making, including profiling

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

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

4. The personal information we collect

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

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

5. Where we collect personal information

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

From other persons or organisations, for example:

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

6. Sharing personal information

We may share personal information with:

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

7. Transferring personal information outside the UK

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

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

8. How long we keep personal information

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

9. Know your rights

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

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

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

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

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

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

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

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

Changes to our Fair Processing Notice

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

Consent for Special Categories of Personal Data

The global Allianz Group may need to collect and process data relating to **individuals** who may benefit from the policy (“Insured Persons”), which falls within the special categories of personal data under Data Protection Legislation, for example, medical history or convictions of Insured Persons for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by the global Allianz Group and that this fact is made known to the Insured Persons.

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

Employers Liability Tracing Office

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

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

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

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

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

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www.allianz.co.uk

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Financial Services Register number 121849.



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