




LIABILITY PLUS  
Policy Wording

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**WRIGHTSURE**  
insurance group



Underwritten by **Allianz** 



# Introduction

Your Wrightsure Liability Plus policy is made up of several parts which must be read together as they form your contract. Please take time to read all parts of the policy to make sure they meet your needs and that you understand the terms, exclusions and conditions. If you wish to change anything or 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 Insuring Clause; Definitions; Exclusions and Conditions, all of which apply to all Events covered by the Policy
- 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.

Thank you for choosing Allianz Insurance plc.




Jonathan Dye  
Chief Executive

# Insuring Clause

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

For Allianz Insurance plc

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

Jonathan Dye  
Chief Executive

# Definitions

## The following definitions apply to this policy.

### 1 Policy

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

### 2 Schedule

The part of this Policy that details information forming part of this contract of insurance

### 3 The Insurer

Allianz Insurance plc

### 4 The Insured

The Insured shall mean any Client of Wrightsure Services (Hampshire) Ltd trading as a passenger transport operator who within 45 days of cover commencing has been declared to the Insurer

### 5 Period of Insurance

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

### 6 Business

The Business specified in the Schedule conducted solely from within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and including

- a** the ownership, maintenance and repair of premises used in connection therewith
- b** the provision and management of
  - i** canteen, social, sports or welfare organisations for the benefit of Employees
  - ii** fire and security services of the Insured
  - iii** ambulance, first aid and medical services
- c** the execution of private duties by Employees for any partner, director or senior official of the Insured
- d** the repair and/or servicing of the Insured's motor vehicles
- e** the training or retraining of any Employee at Government or other training centres
- f** participation at trade shows, exhibitions or conferences
- g** the organisation of or participation by the Insured in fund raising or other charitable events
- h** the provision of nursery creche or child care facilities where incidental to the Business
- i** the provision of car parking for the benefit of Employees, customers and visitors

### 7 Excess/Deductible

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

### 8 Injury

Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock

### 9 Employee

- a** Any person under a contract of service or apprenticeship with the Insured
- b** any of the following persons whilst working for the Insured in connection with the Business
  - i** any labour master or labour only subcontractor or person supplied by him
  - ii** any self-employed person providing labour only
  - iii** any home worker or outworker
  - iv** any trainee or person undergoing work experience
  - v** any voluntary helper
  - vi** any person who is borrowed by or hired to the Insured
  - vii** any person working under the Community Offenders Act 1978, the Community Service by Offenders (Scotland) Act 1978 or similar legislation
  - viii** any prospective employee being assessed by the Insured as to their suitability for employment
  - ix** any person a court of law in the United Kingdom deems to be an employee

### 10 Territorial Limits applying to Cover Event 1 – Employers Liability

- a** Great Britain, Northern Ireland, the Isle of Man and the Channel islands
- b** elsewhere in the World in respect of injury sustained by any Employee resident within the territories specified in definition 10 a. above and caused whilst such Employee is temporarily employed outside these territories provided that any action for compensation in respect of such injury is brought in a court of law within the said territories or any member country of the European Union

### 11 Territorial Limits applying to Cover Event 2 – Public and Products Liability

- a Great Britain, Northern Ireland, Isle of Man and the Channel islands
- b in respect of injury, loss or damage caused by or arising from
  - i manual and non-manual work occurring during any temporary visit or journey anywhere in the world (other than the United States of America or Canada) and
  - ii non-manual work occurring during any temporary visit or journey to the United States of America or Canada by any partner, director or Employee of the Insured normally resident within Great Britain, Northern Ireland, Isle of Man and the Channel Islands
- c anywhere in the world in respect of Products

### 12 Products

Any goods or other property (including their containers, packaging, labelling and instructions for use), sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by the Insured in connection with the Business and not in the charge or control of the Insured

### 13 Pollution or Contamination

- a All Pollution or Contamination of buildings or other structures or of water or land or the atmosphere; and
- b all Injury, loss or damage directly or indirectly caused by such pollution or contamination.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

### 14 Offshore Installations

- a Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- b any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- c any pipe or system of pipes in the sea or tidal waters
- d any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition 14a, 14b or 14c above

### 15 An Act of Terrorism

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

### 16 Asbestos

Asbestos or fibres or particles of asbestos or any material containing asbestos

## Cover

### Event 1 – Employers Liability

The Insurer will indemnify the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of Injury sustained by any Employee arising out of and in the course of the employment or engagement of such person by the Insured in connection with the Business and caused within the Territorial Limits during the Period of Insurance

### Event 2 – Public and Products Liability

The Insurer will indemnify the Insured against legal liability to pay compensation and claimants costs and expenses in respect of accidental

- a Injury to any person except as provided by Event 1
- b loss of or damage to material property
- c nuisance, trespass, obstruction or interference with any right of way, light, air or water

occurring within the Territorial Limits during the Period of Insurance in connection with the Business

In addition, the Insurer will pay costs and expenses incurred by the Insurer or with the written consent of the Insurer

- a in connection with the defence of any claim
- b for representation of the Insured
  - i at any coroner's inquest or fatal accident inquiry in respect of death
  - ii at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury, loss or damage

which may be the subject of indemnity under this Policy

## Limits of Indemnity

### Cover Event 1 – Employers Liability

The Insurer's liability for all compensation, costs and expenses payable (including interest thereon and the costs of defending a Health and Safety legislation prosecution) in respect of any one claim or series of claims arising out of one occurrence shall not exceed the Limit of Indemnity stated in the Schedule.

Provided that

- a** in respect of an Act of Terrorism the Limit of Indemnity shall not exceed £5,000,000 and not as otherwise stated in the Schedule.

If the Insurer alleges that by reason of this limitation any loss or expense is not covered the burden of proving the contrary shall be upon the Insured.

- b** in respect of the indemnity under this Cover Event Extension M Corporate Manslaughter and Corporate Homicide Act 2007 Legal Defence Costs:

- i** the liability of the Insurer shall not exceed £5,000,000 in any one Period of Insurance
- ii** all amounts payable will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- iii** where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in connection with the defence of criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same occurrence which gave rise to said proceedings under another cover provided by this Policy the amount paid under that cover shall contribute to the maximum amount payable under this Cover Event

### Cover Event 2 – Public and Products Liability

- a** the Insurer's liability for all compensation payable in respect of
  - i** any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
  - ii** all Injury, loss or damage occurring during any one Period of Insurance and caused by or arising from Products
  - iii** all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed the Limit of Indemnity stated in the Schedule.

- b** In respect of all claims against the Insured made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of all

- i** claimants' costs and expenses
- ii** costs and expenses incurred by the Insurer or with the written consent of the Insurer in connection with the defence of such claims.

Provided that

- i** in respect of an Act of Terrorism the liability of the Insurer shall not exceed the Limit of Indemnity stated in the Schedule or £5,000,000 (whichever is the lesser).

If the Insurer alleges that by reason of this limitation any loss damage or expense is not covered the burden of proving the contrary shall be upon the Insured.

- ii** In respect of the Indemnity provided under this Cover Event Extension M Corporate Manslaughter and Corporate Homicide Act 2007 Legal Defence Costs
  - a** the liability of the Insurer shall not exceed £5,000,000 or the Limit of Indemnity stated in the Schedule (whichever is the lesser) in any one Period of Insurance
  - b** all amounts payable will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
  - c** where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in connection with the defence of criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same occurrence which gave rise to said proceedings under another cover provided by this Policy the amount paid under that cover shall contribute to the maximum amount payable under this Cover Event

# Extensions (subject to the Terms Limits Conditions and Exclusions of this Policy)

## A Indemnity to Other Parties

The indemnity provided by this Section will also apply:

- a In the event of the death of the Insured, to any personal representative of the Insured in respect of liability incurred by the Insured

and if the Insured so request the Insurer will indemnify the following parties

- b any officer or committee member or other member of the Insured's canteen, social, sports, welfare organisations, fire and security services or ambulance, first aid and medical services against liability incurred in such capacity
- c any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

as though each party were individually named as the Insured in this Section

- d any principle for whom the Insured have agreed to execute work under a contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured

Provided that

- i each such party shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- ii the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the Schedule.

## B Joint Insured Cross Liabilities

If more than one party is named as the Insured Cover Event 2 – Public and Products Liability shall apply as though each were insured separately provided that the Insurer's liability to all parties indemnified shall not exceed in total the Limit of Indemnity shown in the Schedule.

## C Overseas Personal Liability

The Business is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or Employee of the Insured or family member of such partner, director or Employee normally resident within the Great Britain, Northern Ireland, Isle of man and the Channel Islands in the course of any journey or temporary visit to any other country made in connection with the Business.

## D Motor Contingent Liability

The Insurer will indemnify the Insured in the terms of Cover Event 2 – Public and Products Liability against liability arising out of the use in connection with the Business of any vehicle not owned, provided or being driven by the Insured but this Section does not cover liability

- a in respect of loss of or damage to such vehicle
- b arising out of any such use in any country outside the European Union
- c incurred by any party other than the Insured
- d incurred by any party identified in paragraph A. (Indemnity to Other Parties) other than an Employee.

## E Health and Safety at Work – Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Policy in respect of

- a costs and expenses incurred with the Insurer's written consent
- b costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the Business

Provided that

- i the proceedings relate to the health, safety or welfare of any Employee
- ii the Insurer shall have the conduct and control of all the said proceedings and appeals

### The Insurer will not pay for

- a fines or penalties of any kind
- b proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- c costs or expenses insured by any other insurance.



## F Data Protection Act

In respect of Cover Event 2 – Public and Products Liability the Insurer will indemnify the Insured and if the Insured so requests any Employee or director or partner of the Insured for damage or distress occurring as a result of an offence under Section 168 of the Data Protection Act 2018 committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and arising in connection with the Business provided that the Insured is registered with the Information Commissioner's Office.

### The Insurer will not pay for

- a any damage or distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- b the payment of fines or penalties
- c the costs and expenses of replacing reinstating rectifying or erasing blocking or destroying any Data or Personal Data
- d any damage or distress caused by any act of fraud or dishonesty
- e liability arising from the recording, processing or provision of Data or Personal Data for reward or to determine the financial status of any person.

For the purpose of this Extension

Data includes but is not limited to Personal Data, facts, concepts and information, software or other coded instructions in a formalised manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or Identifiable Natural Person.

An Identifiable Natural Person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

The Liability of the Insurer under this Extension shall not exceed the Limit of Indemnity shown in the Schedule or £2,000,000 (whichever is the lesser) and such Limit of Indemnity shall be inclusive of the amounts of all claimants' costs and expenses and all costs and expenses incurred by the Insurer or with the written consent of the Insurer in connection with the defence of any claim.

Subject otherwise to the terms, conditions and exclusions of this Policy.

## The Insurer will not pay for

- a any damage or distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- b any damage or distress caused by any act of fraud or dishonesty
- c the costs and expenses of replacing, reinstating, rectifying or erasing, blocking or destroying any Data or Personal Data
- d liability arising from the recording, processing or provision of Data or Personal Data for reward or to determine the financial status of any person
- e the payment of fines or penalties

## G Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of Injury sustained by an Employee arising out of and in the course of employment or engagement by the Insured in connection with the Business and caused within the Territorial Limits during the Period of Insurance

- a is obtained by such Employee in any court situate within the Great Britain, Northern Ireland, the Isle of Man, the Channel Islands against any person or corporate body domiciled or operating from premises within and
- b remains wholly or partly unsatisfied six months after the date of such judgement the Insurer will if the Insured so request pay to the said Employee the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that

- i there is no appeal outstanding
- ii the Employee shall have assigned the judgement to the Insurer
- iii Cover Event 1 – Employers Liability was shown in the Schedule at the time of the Injury

#### H Defective Premises Act 1972

The Insurer will indemnify the Insured in the terms of Cover Event 2 – Public and Products Liability against liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by the Insured

Provided that this Extension does not cover

- a the cost of rectifying any damage or defect in the premises or land disposed of
- b liability for which the Insured is entitled to indemnity under any other insurance
- c liability arising from the presence of Asbestos.

#### I Consumer Protection and Food Safety Acts - Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of Cover Event 2 – Public and Products Liability in respect of legal costs and expenses incurred with the written consent of the Insurer in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

- a Part 2 of the Consumer Protection Act 1987
- or
- b Section(s) 7,8,14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the Period of Insurance in connection with the Business

Provided that the Insurer shall have the conduct and control of all the said proceedings and appeals

The Insurer will not pay for

- a fines or penalties of any kind
- b proceedings or appeals in respect of any deliberate act or omission
- c costs or expenses insured by any other policy

#### J Court Attendance Compensation

If during the Period of Insurance any partner, director or Employee of the Insured is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this Policy the Insurer will pay compensation to the Insured on the following scale for each day that attendance is required:

- i any director or partner £750
- ii any Employee £250

#### K Contractual Liability

In respect of liability assumed by the Insured by a contract or agreement entered into by the Insured and which would not have attached in the absence of such contract or agreement, the indemnity provided by Cover Event 2 – Public and Products Liability shall only apply if the sole conduct and control of any claim is vested in the Insurer

Provided that the Insurer shall not in any event provide indemnity

- a under Exclusion 8a except as stated therein
- b in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

#### L Passengers Effects

Where the Insured is legally liable for accidental loss or damage to baggage and personal effects not the property of the Insured nor any Employee but deposited with the Insured for safe keeping the Insurer will indemnify the Insured against such legal liability

Provided that

- a such baggage and personal effects will be kept in a locked and secure place whilst unattended and in respect of theft losses in a securely locked baggage compartment of any vehicle whilst in transit
- b the Insurer will not be liable in respect of any unexplained loss or damage to baggage or personal effects
- c the Insurer will not be liable in respect of loss or damage to baggage or personal effects following theft from any premises or vehicle unless there are visible signs of forcible and violent entry into or exit from such premises or vehicle
- d the liability of the Insurer will not exceed
  - i £1,000 any one passenger
  - ii £50,000 any one vehicle
  - iii £100,000 in any one Period of Insurance
- e the Insurer will not be liable in respect of the first £100 of each and every claim for loss or damage under this extension.

But this amount will not apply in respect of loss or damage following any accidental damage to the carrying vehicle caused in an attempt to avoid any accident or collision. The maximum amount payable arising out of one such incident will not exceed £500.

### **M Corporate Manslaughter and Corporate Homicide Act 2007 - Legal Defence Costs**

The Insurer will indemnify the Insured in respect of

- a** legal costs and expenses incurred with the prior written consent of the Insurer and
- b** costs of the prosecution awarded against the Insured in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury occurring during the Period of Insurance in the course of the Business and which may be the subject of indemnity under Cover Event 1 – Employers Liability or Cover Event 2 – Public and Products Liability

Provided the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment

#### **The Insurer will not pay for**

- i** any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- ii** legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- iii** costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv** costs and expenses in connection with the defence of any criminal proceedings brought in any country other than in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands
- v** costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the Insured or any partner or director of the Insured or any Employee.

### **N Obstructing Mechanically Propelled Vehicles**

if a mechanically propelled vehicle which is not the property or responsibility of the Insured causes an obstruction within Great Britain, Northern Ireland, the Isle of Man, the Channel Islands to the extent of interfering with the carrying out of the Business then notwithstanding Exclusion 2 Mechanically Propelled Vehicles the Insurer will indemnify the Insured in the terms of Cover Event 2 - Public and Products Liability in respect of the legal liability of the Insured for the injury or loss of or damage to material property arising from the movement of such vehicle by the Insured or by any Employee

provided that

- a** such movement shall be limited to the minimum necessary to clear the obstruction
- b** the indemnity will not apply to loss of or damage to such vehicle or its contents
- c** this Extension shall not apply to circumstances for which a certificate of insurance or security is required in accordance with road traffic legislation.

### **O Service Indemnity**

Cover Event 2 – Public and Products Liability is extended to indemnify the Insured against liability arising out of the repair, servicing and maintenance anywhere in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands.

In respect of these activities Exclusion 6 and Exclusion 7 shall not apply but Cover Event 2 – Public and Products Liability shall not cover liability in respect of

- a** loss of or damage to property belonging to or loaned or hired to the Insured
- b** loss of or damage to any property in the custody or control of the Insured other than
  - i** motor vehicles held in trust by or in the custody or control of the Insured or any Employee of the Insured
  - ii** personal effects or vehicles of any partner, director or Employee of the Insured
  - iii** Premises (including fixtures and fittings) leased, rented or hired to the Insured but Cover Event 2 - Public and Products Liability does not cover liability attaching to the Insured solely under the terms of any tenancy or other agreement

- c** all costs of or arising from the need for
  - i** removal, replacement, making good, reinstatement, rectification or recall of any goods sold supplied
  - ii** the rectification of the original repair or alteration
  - iii** carrying out again the service, maintenance, repair or recovery that gave rise to the Insured's liability

Subject to the terms and conditions of the Policy

#### **P Legionellosis Liability**

Exclusion 4b shall not apply to any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like

Provided that

- a** the Insurer will only indemnify the Insured
  - i** in respect of claims arising from Pollution or Contamination which arise out of or a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like first made in writing to the Insured during the Period of Insurance or
  - ii** if the first notification of a circumstance which has caused or is alleged to have caused Injury or damage and can be reasonably expected to give rise to a claim arising from Pollution or Contamination which arises out of as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like is notified to the Insurer during the Period of Insurance or within thirty days (30) after expiry of the same Period of Insurance
- b** the liability of the Insurer under this Extension for all compensation (including interest thereon) and claimants costs' and expenses payable shall not exceed the Limit of Indemnity shown in the Schedule or £1,000,000 (whichever is the less) and for all claims arising from Pollution or Contamination shall not exceed the Limit of Indemnity shown in the Schedule
- c** this Extension shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like if before the Period of Insurance the Insured had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

#### **Q Pollution Clean Up Costs**

In respect of Pollution or Contamination occurring in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance, the Insurer will also indemnify the Insured against

- 1** the cost of any Remediation legally required or ordered by any statutory authority or regulator (acting in accordance with the terms of any Environmental Legislation) to be conducted by the Insured and
- 2** liability for the cost of any Remediation conducted by any statutory authority or regulator and legally sought from the Insured by that statutory authority or regulator in accordance with the terms of any Environmental Legislation.

Provided that

- a** All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- b** the Insurer shall indemnify the Insured only to the extent that the Remediation to which the indemnified cost relates is the minimum necessarily conducted under the provisions of Environmental Legislation
- c** this Extension shall not apply to any costs, or any liability for costs, of Remediation arising out of
  - i** Pollution or Contamination occurring outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
  - ii** Pollution or Contamination consisting of any radioactive substances or asbestos
  - iii** Pollution or Contamination caused by Products
  - iv** Pollution or Contamination caused by or arising out of the ownership, operation or use of any motor vehicle (whilst on any road), marine vessel or aircraft
- d** this Extension shall not apply to any costs, or any liability for costs, of Remediation carried out on, or in order to protect, any property belonging to or in the charge or control of the Insured other than premises not belonging to, leased, rented or hired to the Insured, but temporarily in the Insured's charge for the purpose of carrying out work

- e** the liability of the Insurer under this Extension during any one Period of Insurance shall not exceed £1,000,000 and the total amount payable
  - i** under this Extension, and
  - ii** otherwise under this Section for all compensation in respect of Pollution or Contamination (as defined therein) which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate during any one Period of Insurance the Limit of Indemnity shown in the Schedule
- f** this Extension does not cover any costs, or any liability for costs, to the extent they relate to
  - i** any measures to prevent the spread of Pollution or Contamination or the removal of an immediate threat of Pollution or Contamination
  - ii** the removal or disposal of any waste deposited by or on behalf of the Insured
  - iii** any amounts payable by way of compensation to third parties affected by such Pollution or Contamination
  - iv** any amount payable by way of fine or penalty
  - v** any costs and expenses incurred by the Insured, or prosecution costs and expenses awarded against the Insured, in connection with any criminal proceedings arising out of the Pollution or Contamination
  - vi** any works or operations that improve the state or condition of water or land in comparison to its state or condition immediately prior to the incident that caused the Pollution or Contamination.
- g** this extension does not cover the first £5,000 of the cost of any Remediation arising out of any one incident.

For the purposes of this Extension, the following Additional Definitions apply:

Remediation shall mean:

works or operations to treat, remove or dispose of Pollution and Contamination.

For the avoidance of doubt, it excludes works or operations to

- a** reinstate, reintroduce or restore flora and fauna
- b** restore natural habitats or species protected under Environmental Legislation.

Environmental Legislation shall mean:

any legislation for the protection of the environment or control of Pollution and Contamination.

Pollution and Contamination shall mean:

all pollution or contamination of water or land (but excluding any pollution or contamination of buildings or other structures).

## **R Tour Operators Liability**

Optional Extension only applicable if shown in the Policy Schedule.

In respect of negligence and or non-performance of any subcontractor, supplier or agent acting on behalf of the Insured and in accordance with EC Directive 90/314, the UK Package Travel Holidays and Package Tours Regulations 1992 or any subsequent amendments

- a** Exclusion 14 Tour Operators Liability is deleted
- b** notwithstanding Exclusion 4 Mechanically Propelled Vehicles and Exclusion 5 Vessels or Craft the Insurer will indemnify the Insured and if the Insured so requests any partner, director or Employee of the Insured in the terms of this Policy in respect of
  - i** Injury
  - ii** loss or damage to material property

## **Exclusions**

### **This Policy does not cover**

#### **1 Work on Offshore Installations**

liability in respect of Injury, loss or damage arising in connection with work on or travel to or from Offshore Installations.

#### **2 Mechanically Propelled Vehicles**

liability arising out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply

- a** while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- b** in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle except where more specifically insured by any other policy.

**3 Fines, penalties, liquidated, punitive exemplary or aggravated damages** *(not applicable to Cover Event 1 – Employers Liability)*

liability in respect of

- a fines, penalties or liquidated damages
- b punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.

**4 Pollution or Contamination**

liability in respect of

- a Pollution or Contamination occurring in the United States of America or Canada or any dependency or trust territory
- b Pollution or Contamination occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

**5 Vessels or Craft**

liability arising out of the ownership, possession or use by or on behalf of the Insured of any

- a aircraft or other aerial device made or intended to travel through air or space
- b any water-borne vessel or craft other than
  - i those used for business entertainment purposes within inland waters
  - ii hand propelled or sailing watercraft whilst within inland waters and not exceeding 75 feet in length.

**6 Property in the charge or control of the Insured**

liability in respect of loss of or damage to any property belonging to or in the charge or control of the Insured other than

- a personal effects or vehicles of any partner, director or Employee of or visitor to the Insured
- b premises (and their contents) not belonging, leased, rented or hired to the Insured but temporarily in the charge of the Insured for the purpose of carrying out work
- c premises (including their fixtures and fittings) leased, rented or hired to the Insured but this does not cover liability attaching to the Insured solely under the terms of any tenancy or other agreement.

**7 Damage to Goods Supplied**

liability in respect of

- a loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of the Insured
- b all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of
  - i any such goods or property
  - ii any defective work executed by or on behalf of the Insured

except that 7a and 7b(i) above shall not apply to liability in respect of loss of or damage to the said goods or property if such loss or damage is caused by or arises from

- 1 any alteration, repair or servicing work executed
- 2 any other goods or property sold, supplied delivered, installed or erected

by the Insured under a separate contract.

**8 Products**

in respect of Injury, loss or damage caused by or arising from Products

- a any liability which attaches to the Insured solely under the terms of an agreement other than
  - i under any warranty of goods implied by law
  - ii under any indemnity clause in any agreement between the Insured and any independent carrier in respect of Injury, loss or damage caused by Products entrusted to such carrier for transit by road, rail or waterway
- b any Product installed or incorporated in any craft designed to travel in or through air or space and which to the Insured's knowledge was intended to be installed or incorporated in any such craft
- c any claim made against the Insured in any country outside the European Union in which the Insured occupy premises or are represented by any resident employee or holder of the Insured's power of attorney.

### 9 Advice and Design

liability for Injury, loss or damage arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of the Insured.

### 10 Contract Works and JCT Clause 6.5.1 (*not applicable to Cover Event 1 – Employers Liability*)

liability in respect of loss of or damage to any property

- a comprising or to be incorporated in the contract works in respect of any contract undertaken by the Insured
- b against which the Insured are required to effect insurance under the terms of Clause 6.5.1 of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

### 11 Computer Date Recognition

liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

- a correctly to recognise any date as its true calendar date
- b to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c to recognise capture, save retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date

### 12 Excess

the amount of the Excess shown in the Schedule

### 13 Airports Aerodromes

Injury loss or damage to persons or property arising out of the use of any vehicle for collection or delivery of passengers from any aircraft manoeuvring area apron or any service roads which are directly associated therewith on any airport or aerodrome

### 14 Tour Operators Liability

Injury loss or damage assumed under the EC Directive 90/314, the UK Package Regulations 1992 or any subsequent amendments

### 15 Exports to USA/Canada

liability in respect of Injury loss or damage caused by or arising from any Products exported by the Insured or with their knowledge to the United States of America or Canada.

### 16 Radioactive Contamination

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

- a ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

Exclusions a and b do not apply to Cover Event 1 – Employers Liability other than in respect of

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

### 17 War (*Not applicable to Cover Event 1 – Employers Liability*)

loss, destruction, damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 18 Compulsory Motor Insurance

any liability in respect of Injury to any Employee arising out of the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any traffic legislation to be the subject of compulsory insurance or other security

**19 Asbestos** *(not applicable to Cover Event 1 – Employers Liability)*

- a** liability in any way caused by, arising from or contributed to by
  - i** exposure to or inhalation of Asbestos
  - ii** fear of the consequences of exposure to or inhalation of Asbestos
- b** liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property arising out of the presence of Asbestos

**20 Cyber Event** *(not applicable to Cover Event 1 - Employers Liability)*

This Cover Event does not cover any loss, damage, expense or liability howsoever arising out of a Cyber Event.

Definitions

Cyber Event means

- a** any unauthorised Processing of Data by the Insured
- b** any Network Security Failure in the Insured's Sphere

Data Includes but is not limited to Personal Data, facts, concepts and information, software or other coded instructions in a formalised manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or Identifiable Natural Person.

An Identifiable Natural Person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Damage to Data means any loss, destruction or corruption of Data. Any Damage to Data of a Third Party by the Insured is not deemed to be a Cyber Event if there is not any Network Security Failure involved.

Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made available or accessible to the Insured for the purpose of Processing Data.

Network Security Failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorised access and/or theft of Data, loss of operational control of Data, transmission of virus or malicious code and/or denial of service.

**21 Communicable Disease Exclusion** *(not applicable to Cover Event 1 – Employers Liability Section)*

This Cover Event does not cover:

liability in respect of any Injury, loss or damage;

Costs and Expenses, directly or indirectly caused by, consisting of, arising out of, attributable to, or contributed to by:

- a** a Communicable Disease;
- b** the fear or threat (whether actual or perceived) of a Communicable Disease;
- c** the presence or suspected presence of Pathogens in or on Products, or at, in or on the premises or property of any person or entity; or
- d** any action taken or advice given to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a Communicable Disease or any Pathogens,

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

For the purposes of this exclusion:

Liability includes liability for compensation, interest and claimants' costs and expenses.

Loss includes any type of loss (including physical loss, purely financial loss, and interference with rights over or interests in property), loss of value, marketability or use of property.



**Costs and Expenses** means

All costs and expenses, including but not limited to defence costs (including in relation to civil, regulatory or criminal proceedings);

- a** the costs of representation at any coroner's inquest or fatal accident inquiry;
- b** prosecution costs;
- c** any cost to:
  - i** clean-up, detoxify, decontaminate, or remove Pathogens from any property or Products, where the property or Products are or are feared to have been affected by Pathogens or a Communicable Disease;
  - ii** monitor or test for Pathogens or a Communicable Disease;
  - iii** recall or replace Products; or
  - iv** provide medical treatment for persons affected by a Communicable Disease

**Communicable Disease** means

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a** the substance or agent includes, but is not limited to, a virus, bacterium, parasite, fungus, other organism, micro-organism or any variation thereof, whether deemed living or not, and
- b** the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c** the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage

**Pathogen** means

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

## Conditions

### 1 Fair Presentation of the Risk

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

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

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

For the purposes of this condition references to:

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

### 2 Reasonable Precautions

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

### 3 Claims

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

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

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

#### 4 Cancellation

Other than where General Condition 5 Fraud applies the Insurer may cancel this Policy by giving the Insured thirty (30) days' notice at their last known address. Provided the premium has been paid in full and no claim has been made during the Period of Insurance, the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance. For cancellation following default in payment of the premium of any agreed instalment the period of notice may be reduced to fourteen (14) days.

#### 5 Fraud

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

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

the Insurer will:

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

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

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

#### 6 Discharge of Liability

The Insurer may at any time pay to the Insured in connection with any claim or series of claims

**A** the Limit of Indemnity

or

**B** the Sum Insured

or

**C** a lesser amount for which such claim or claims can be settled after deduction of any sums already paid.

Upon such payment the Insurer shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except for costs and expenses which the Insurer have already agreed to bear incurred prior to the date of such payment.

#### 7 Loss Reduction Conditions

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

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

#### 8 Law Applicable and Jurisdiction

Unless agreed otherwise by the Insurer

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

#### 9. Rights of Parties

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

#### 10 Other Insurances

The Insurer will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Policy be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this Policy not been effected.

## 11 Alteration in Risk

The Insured must notify the Insurer as soon as possible if during the Period of Insurance there is any alteration:

- a** in or to the Business
- b** in the ownership of the Insured
- c** to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by the Insured to the Insurer at inception, renewal or variation of the Policy

which materially increases the risk of legal liability to pay costs and expenses as insured by the Policy.

Upon being notified of any such alteration, the Insurer may, at its absolute discretion

- a** continue to provide cover under this Policy on the same terms
- b** restrict the cover provided under this policy
- c** impose additional terms
- d** alter the premium
- e** cancel the Policy.

If the Insured fails to notify the Insurer of any such alteration, the Insurer may

- a** treat the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if the Insurer would have cancelled the Policy had it known of the increase in risk
- b** treat the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Insurer would have applied had it known of the increase in risk
- c** 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 it known of the increase in risk.

## 12 Compulsory Insurance Legislation

The Indemnity granted by Cover Event 1 – Employers Liability in respect of Injury to any Employee is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the territories specified in Definition 10 but the Insured shall repay to the Insurer all sums paid by the Insurer which it would not have been liable to pay but for the provisions of such law

## 13 Certificate of Employers' Liability

If this Policy is cancelled any certificate of Employers' Liability insurance hereunder is similarly cancelled from the same date

# Complaints

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

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

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

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

Telephone number: 01483 552438  
Fax Number: 01483 790538  
Email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

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

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

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Telephone: 0800 023 4567 or 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

## Financial Services Compensation Scheme

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

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

# Privacy Notice: How We Use Personal Information

## Introduction

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

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

When we refer to “we”, “us” and “our” in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy. When we say “you” and “your” and “individuals” in this notice, we mean anyone whose personal information we may collect, including:

- anyone seeking an insurance quote from us or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses
- anyone who has a business relationship or transacts business with us or provides us with a service, such as brokers, intermediaries and animal breeders.

## 2 How we use personal information

We use personal information in the following ways:

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

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

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

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

## 3 Marketing

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

Our marketing activities may include:

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

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

## 4 Automated decision making, including profiling

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

Anyone subject to an automated decision has the right to object to it. To do so please contact us using the details in Section 10: Know Your Rights and we will review the decision.

## 5 The personal information we collect

The information we collect will depend on our relationship with you. We collect the following types of personal information so we can complete the activities in Section 2: How We Use Personal Information:

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

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

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

## 6 Where we collect personal information

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

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

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

We also collect information from your computer in the form of cookies. Please refer to our Cookie Policy for more details -

<https://www.allianz.co.uk/cookie-policy.html>

## 7 Sharing personal information

We only share your information when necessary for the purposes stated in Section 2: How We Use Personal Information.

We may share personal information with:

- other companies within the global Allianz Group [www.allianz.com](http://www.allianz.com)
- credit reference, fraud prevention and other agencies that carry out certain activities on our behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- our approved suppliers to help deal with claims or manage our benefit services, for example, vehicle repairers, veterinary advisors, legal advisors and loss adjusters
- other partners, local authorities and councils, including the RSPCA, if we suspect or conclude, following investigation, poor breeding practices and animal cruelty
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other companies that provide services to us or you, for example, the Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE) and network organisations of which you are a member
- external agencies for market research purposes
- any organisation where you have agreed for them to receive that data as part of the terms and conditions of your membership or affiliation
- prospective buyers in the event that we wish to sell all or part of our business.

## 8 Transferring personal information outside the UK

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

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

## 9 How long we keep personal information

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

## 10 Know your rights

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

You have the following rights:

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

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

Phone: **0208 231 3992**

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

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



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

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

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

Phone: **0330 102 1837**

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

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

## 12 Changes to our Privacy Notice

This Privacy Notice was last updated in September 2020.

Occasionally it may be necessary to make changes to this notice.

When that happens we will provide an updated version at the earliest opportunity. The most recent version will always be available on our website **[www.allianz.co.uk](http://www.allianz.co.uk)**

## 13 Allianz Privacy Standards (APS)

The Allianz Privacy Standard provides you with information on the rules governing the international transfer of personal data between Allianz Group companies operating in the European Economic Area (EEA) and Allianz Group companies outside that area. The Allianz Privacy Standard also describes your rights in respect of such transfers, what to do if you want to exercise your rights or complain about such transfers, and how to contact us.

The latest Allianz Privacy Standard can be found at

**<https://www.allianz.com/en/privacy-statement.html>**

## 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.

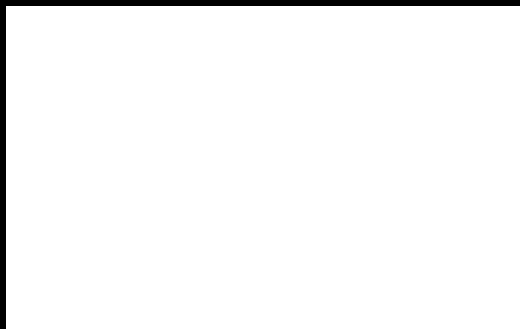
The Database will be managed by the ELTO and further information can be found on the ELTO website **[www.elto.org.uk](http://www.elto.org.uk)**

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[www.allianz.co.uk](http://www.allianz.co.uk)