

Allianz Insurance plc

Wrightsure Liability Plus Employers Liability and Public and Products Liability

Policy Wording



Chartered

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.

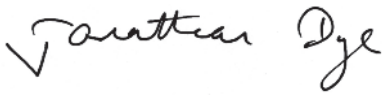
A handwritten signature in black ink that reads "Jonathan Dye". The signature is written in a cursive style with a checkmark-like flourish at the beginning.

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 description stated in the Schedule

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 trainee or person undergoing work experience
 - iv** any voluntary helper
 - v** any person who is borrowed by or hired to the Insured

10 Business

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

- a** the ownership, maintenance and repair of Premises used in connection therewith
- b** the provision and management of canteen, social, sports or welfare organisations for the benefit of Employees and the ambulance, first aid, fire, medical and security services of the Insured
- c** the execution of private duties by Employees for any partner, director or senior official of the Insured

11 Territorial Limits

- a** Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- b** Any other member country of the European Union
- c** elsewhere in the world in respect of Injury other than to an Employee, loss or damage caused by or arising from
 - i** non-manual activities of any partner, director or Employee of the Insured normally resident within the territories specified in Definition 11a. above and occurring during any journey or temporary visit
 - ii** Products
- d** elsewhere in the world in respect of Injury sustained by any Employee normally resident within the territories specified in Definition 11a and caused whilst 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 other member country of the European Union

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

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

- 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 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

Costs and Expenses

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

Under Event 1

- a** The Insurer's liability for all compensation costs and expenses payable in respect of any one claim or series of claims arising out of one occurrence shall not exceed the Limit of Indemnity shown in the Schedule except that it shall not exceed £5,000,000 in respect of an act of Terrorism

Under Event 2

- a** The Insurer's liability for all compensation and claimants costs and expenses 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 and damage occurring during any one Period of Insurance and caused by and 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 shown 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 the Limit of Indemnity shall be inclusive of the amount of all costs and expenses incurred by the Insurer or with the written consent of the Insurer in connection with the defence of such claims
- c** In respect of an act of Terrorism the Limit of Indemnity shall not exceed the Limit of Indemnity shown in the Schedule or £5,000,000 (whichever is the lesser)

A Indemnity to Other Parties

If the Insured so requests the Insurer will indemnify the following parties

- a any officer or committee member or other member of the Insured's canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity
- b 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 Policy

- c any principal for whom the Insured have agreed to execute work under 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 Policy 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 Policy 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 this Policy 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 territories specified in Definition 11a 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 this Policy 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 Insurer shall have the conduct and control of all the said proceedings and appeals.
- ii 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 insurance.

F Data Protection Act

The Insurer will indemnify the Insured and at the Insured's request any partner, director or Employee of the Insured against the sums which the Insured or any director, partner or Employee of the Insured become(s) legally liable to pay as compensation, under Section(s) 22 and/or 23 of the Data Protection Act 1984 as amended by the Data Protection Act 1998, for damage or distress caused in connection with the Business during the Period of Insurance provided that the Insured is

- i** a registered user in accordance with the terms of the Act
- ii** not in business as a computer bureau

The total amount payable including all costs and expenses under this paragraph, in respect of all claims occurring during any one Period of Insurance, is limited to £250,000.

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 rectifying, rewriting or erasing data
- d** liability arising from the recording, processing or provision of 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 territories specified in Definition 11a against any person or corporate body domiciled or operating from premises within such territories 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** Employers Liability cover 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 this Policy 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.

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 this Policy 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 | £250 |
| ii | any Employee | £150 |

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 this Policy 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

- 1 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
- 2 the Insurer will not be liable in respect of any unexplained loss or damage to baggage or personal effects
- 3 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
- 4 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
- 5 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 £1,000.

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 Fines, penalties, liquidated, punitive, exemplary or aggravated damages.

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.

3 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.

4 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

- i 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)
- ii 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.

5 Vessels or Craft

liability arising out of the ownership, possession or use by or on behalf of the Insured of any vessel or craft designed to travel in, on or through water, air or space (other than hand-propelled watercraft).

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 Policy 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
- d** involving the repair servicing and sale of goods other than the repair and servicing of the Insured's own vehicles and in respect of food and drink sold or supplied by the Insured in connection with the business. Where an appropriate additional premium has been paid and details provided to the Insurer the Products Limitation contained in Exclusion paragraph 8d will not apply in respect of any repair or servicing work undertaken on vehicles not owned by the Insured.

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 J.C.T. Clause 21.2.1

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 21.2.1 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

- i correctly to recognise any date as its true calendar date
- ii 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
- iii 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 Public and Products Liability - Terrorism Limit of Indemnity

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

16 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.

17 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

- i ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

18 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.

19 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

20 Asbestos

- 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

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 – b** 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 to Contract

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 this Policy 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 11a 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

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: accsm@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.

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

Allianz Insurance plc. Registered in England number 84638.

Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 121849.



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