

Introduction

Thank you for choosing Allianz Insurance plc.

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

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

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

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

Important

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

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

Your Construction Select **Policy** is made up of several parts which must be read together as they form your contract of insurance with Allianz Insurance plc. Please take time to read all parts of the **Policy** to make sure they meet your needs and that you understand the terms, exclusions and Conditions. If you wish to change anything or there is anything you do not understand, please let your insurance adviser know.

The parts of the **Policy** which form your contract of insurance with Allianz Insurance plc are:

- this Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions; the Insuring Clause; the General Exclusions and General Conditions, all of which apply to all **Sections** of the **Policy** (other than the Directors & Officers Liability or Professional Indemnity Sections)
- the **Sections** of cover selected by you (as shown on the **Schedule**) excluding any **Section** covering Directors & Officers Liability or Professional Indemnity
- the Exclusions and Conditions which apply to the **Sections** selected by you excluding any **Section** covering Directors & Officers Liability or Professional Indemnity
- the **Schedule**, which includes all clauses applied to the **Policy** while the **Policy** is in force.

If you have taken out Directors & Officers Liability and/or Professional Indemnity cover, each of those covers forms a separate contract of insurance between you and Allianz Insurance plc.

The parts of the **Policy** which form this separate contract or contracts of insurance with Allianz Insurance plc are:

- this Introduction (other than that part entitled 'Notifying a Claim')
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions in so far as they are consistent with the definitions applied in the Directors & Officers Liability or Professional Indemnity Sections
- the Insuring Clause
- the Directors & Officers Liability or Professional Indemnity Section of cover selected by you (as shown on the **Schedule**)
- the Exclusions and Conditions which apply to the Directors & Officers Liability or Professional Indemnity Sections of cover selected by you
- the **Schedule**, which includes all clauses applied to the **Policy** while the **Policy** is in force.

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

For ease of reference you will be given only one policy number even if you have taken out Directors & Officers Liability and/or Professional Indemnity cover.

Policy Definitions

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

Business

The Business Description stated in the **Schedule**

Excess (*not applicable to the Contractors Employers' Liability Section*)

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

Period of Insurance

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

Policy

The contract of insurance formed of the documents described in the Introduction. Where cover is provided under the Directors & Officers Liability and/or Professional Indemnity Sections, **the Insured** has more than one contract of insurance and the definition of '**the Policy**' should be construed accordingly.

Premises

The Premises stated in the **Schedule**

Section/Sections

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

Schedule

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

Sum Insured

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

The Insured

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

The Insurer

Allianz Insurance plc

Total Sum Insured

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

United Kingdom

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

Insuring Clause

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

For Allianz Insurance plc

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

Jonathan Dye
Chief Executive

General Exclusions

This **Policy** does not cover

1. **Radioactive Contamination** *(Not applicable to the Fidelity Insurance and Directors & Officers Liability Sections)*

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

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

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

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

Exclusions c. and d. do not apply to the Contractors Employers' Liability, Contractors Public Liability, Personal Accident and Business Travel Sections.

2. **War** *(Not applicable to the Contractors Employers' Liability, Personal Accident Sickness, Business Travel, Terrorism, Fidelity Insurance and Directors & Officers Liability Sections)*

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

3. **Terrorism** *(Not applicable to the Contractors Employers' Liability, Contractors Public Liability, Directors & Officers Liability, Personal Accident, Sickness and Business Travel or Terrorism [when insured as a separate section] Sections)*

- a. in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:
loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
 - i. any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
 - ii. any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of a. above an Act of Terrorism (Terrorism) means:-

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

- b. in respect of territories other than those stated in a. above loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
 - i. any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
 - ii. any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

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

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

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

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

- 4. **E.Risks** (*Not applicable to the Contractors Employers' Liability, Contractors Public Liability, Directors & Officers Liability, Personal Accident, Sickness, Contract Works Construction, Contractors Plant, Erection All Risks, Machinery Movement or Business Travel Sections*)
 - a. loss or destruction of or damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
 - i. programming or operator error whether by **the Insured** or any other person
 - ii. Virus or Similar Mechanism (as defined below)
 - iii. Hacking (as defined below)
 - iv. malicious persons (but this shall not apply to the acts of thieves involving physical force or violence)
 - v. failure of external networksunless, in respect of i., ii. and iii. above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion
 - b. any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a. of this Exclusion unless, in respect of a. i., ii. or iii, above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion
 - c. loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph a. of this Exclusion unless, in respect of loss or damage to other property arising from a. i., ii. or iii. above, resulting from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion

- d. loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
- i. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
 - ii. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d.i. above
 - iii. any misinterpretation, use or misuse of information on computer systems or other records, programs or software
- unless, in respect of d.ii and iii. above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion
- e. any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs c. and d. of this Exclusion unless, in respect of c., d.ii. and d iii. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion.

For the purpose of this Exclusion:

Computer Equipment

means any computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property or **the Insured** or not, whether tangible or intangible and including without limitation any information, programs or software.

Virus or Similar Mechanism

means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to 'Trojan Horses', 'Worms' or 'Logic Bombs'.

Hacking

means unauthorised access to any computer or computer equipment, component, system or item, whether the property of **the Insured** or not, which processes, stores, transmits or retrieves data.

5. Trade Exclusions *(Not applicable to the Directors & Officers Liability, Machinery Movement, Erection All Risks , Contract Works Construction, or Contractors' Plant Sections)*

- a. any work of demolition except:-
 - i. of buildings or part of a building when such work forms part of a contract for reconstruction alteration or repair by **the Insured**
 - ii. of other structures not exceeding four metres in height and not forming part of any building
- b. work in or on:
 - i. aircraft and aero spatial devices runways and/or ancillary areas to which aircraft and aero spatial devices have access
 - ii. any vessel or craft or device designed to float on or in or travel through water and/or areas to which such vessels or craft or devices have access
- c. work on
 - i. bulk oil petrol gas or chemical storage tanks or chambers
 - ii. railways or tunnels
 - iii. blast furnaces bridges chimney shafts collieries docks gas works mines oil refineries power stations pylons reservoirs steeples towers or viaducts
- d. quarrying blasting diving operations water diversion dam construction or works behind dams
- e. the use of explosives tunneling or deliberate de-watering of the site.

This Exclusion shall not apply in connection with the loaning or hiring out by **the Insured** of any plant for use on any contract not being executed by **the Insured**.

General Conditions

1. **Fair Presentation of the Risk** *(Not applicable to the Directors & Officers Liability and Professional Indemnity Insurance Sections)*
 - 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 clause references to:

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

2. **Reasonable Precautions** *(Not applicable to the Directors & Officers Liability Section)*

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

3. Claims (*Not applicable to the Directors & Officers Liability Section*)

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

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

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

4. Cancellation (*Not applicable to the Directors & Officers Liability Section*)

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

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

5. Fraud (*Not applicable to the Directors & Officers Liability and Professional Indemnity Insurance Sections*)

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 *(Not applicable to the Contractors Employers' Liability, and Directors & Officers Liability, Legal Expenses and Professional Indemnity Insurance Sections)*

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

- a. the Limit of Indemnity
or
- b. the **Sum Insured**
or
- c. a lesser amount for which such claim or claims can be settled after deduction of any sums already paid

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

7. Loss Reduction Conditions

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

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

8. Law Applicable and Jurisdiction *(Not applicable to the Directors & Officers Liability Section)*

Unless agreed otherwise by **the Insurer**:

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

9. Rights of Parties *(Not applicable to the Directors & Officers Liability Section)*

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

10. Assignment *(Not applicable to the Directors & Officers Liability Section)*

The Insured shall not assign any of the rights or benefits under this **Policy** or any **Section** of this **Policy** without the prior written consent of **the Insurer**.

The Insurer will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this **Policy** or any **Section** of this **Policy**.

11. Survey and Risk Improvement- Subjectivity Condition *(Not applicable to the Directors & Officers Liability Section)*

Subject to Survey

If this **Policy** has been issued or renewed subject to **the Insurer** completing a survey or surveys of the **Premises** or of any other location(s) as specified by **the Insurer**, then pending completion of such survey(s) indemnity is provided by **the Insurer** on the terms, conditions, exclusions and limits as specified in the **Policy** and in the **Sections** of the **Policy**

In the event that a survey should show that the risk or any part of it is not satisfactory in the opinion of **the Insurer**, then **the Insurer** reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the **Policy**
- c. leave the premium or terms and conditions unaltered

The Insurer will advise **the Insured** of their decision and the effective date of such decision. If the premium terms or conditions are amended by **the Insurer** then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity.

If **the Insured** elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to a £25 administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**.

If **the Insurer** exercises their right to cancel the **Policy**, then **the Insured** shall be entitled to a proportionate refund of premium (subject to a £25 administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**.

Risk Improvements

It is a condition precedent to the liability of **the Insurer** that **the Insured** must comply with all survey risk improvements required by **the Insurer** within completion time scales specified by **the Insurer**.

In the event that a risk improvement is not completed, or risk improvement procedures are not introduced, within the completion time scales specified by **the Insurer**, then **the Insurer** reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the **Policy**
- c. leave the premium or terms and conditions unaltered

The Insurer will advise **the Insured** of their decision which will be effective either from the expiry of any time period specified by **the Insurer** for completion/introduction of the required survey risk improvements, or any other period specified by **the Insurer**.

If the premium, terms or conditions are amended by **the Insurer** then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity.

If **the Insured** elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to a £25 administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**.

If **the Insurer** exercises their right to cancel the **Policy**, then **the Insured** shall be entitled to a proportionate refund of premium (subject to a £25 administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**.

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail.

Except in so far as they are expressly varied by this Condition all of the terms, conditions, exclusions and limits of this **Policy** and of the **Sections** of the **Policy** shall continue to apply until advised otherwise by **the Insurer**.

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 (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, 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 Commissioners 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

Notifying a Claim *(Not applicable to Commercial Legal Expenses Section claims)*

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

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

Allianz claims handling office telephone numbers:

For Property Damage claims
Tel: 0344 412 9988
e-mail: newpropertyclaims@allianz.co.uk

For Liability and Accident claims
Tel: 0344 893 9500
e-mail: newcasualtyclaims@allianz.co.uk

Lines are open from 9am to 5pm Monday to Friday. Outside our normal opening hours contact us on our 24 hour claim notification line - Tel: 0345 604 9824

For Medical Emergency whilst overseas- Tel: +44(0) 208 603 9514.

For Contract Works Construction, Contractors Plant, Erection All Risks and Machinery Movement claims
Tel: 01483 265825
e-mail: claims@allianzengineering.co.uk

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

Allianz addresses for claims correspondence:

For all claims, other than Engineering claims:
Allianz Claims,
PO Box 10509
51 Saffron Road
Wigston
LE18 9FP

For Engineering claims:
Claims Department
Allianz Engineering
Haslemere Road
Liphook
GU30 7UN

Legal Expenses Section Claims

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

The Insured will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call **the Insured** back. **The Insurer** will send **the Insured** a claim form. **The Insured** should fill in the claim form and return it to **the Insurer** without delay at the address shown below, together with a copy of **the Insured's** current **Policy Schedule** and payment in the form of a cheque made out to Allianz Legal Protection for the **Excess** due in respect of the **Claim**.

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

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

If the **Insured Person's Claim** is covered, **the Insurer** will appoint the **Legal Representative** that **the Insurer** has agreed to in the **Insured Person's** name and on the **Insured Person's** behalf, subject to the terms and conditions of the Legal Expenses Section. **The Insurer** will not appoint the **Legal Representative** until the **Excess** payment due in respect of the **Claim** has been paid. **The Insurer** will only start to cover the **Insured Person's Legal Expenses** from the time **the Insurer** has accepted the **Claim** and appointed the **Legal Representative**.

The Insurer's address is:

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

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

Additional Benefits

24 Hour Lawphone Legal Advice Helpline (Access granted when the Legal Expenses Section cover is operative)

When the Commercial Legal Expenses **Section** of this **Policy** is operative, **the Insured** gains the automatic benefit of access to a team of qualified legal advisers for advice on any commercial legal matter 24 hours a day, 365 days a year. The advice **the Insured** receives from the Lawphone Legal Advice Helpline will always be according to the laws of Great Britain and Northern Ireland.

To use this service ring **0370 241 4140**.

The Insured should quote the Master Policy reference contained within the **Policy Schedule** and provide a brief summary of the problem. The details will be passed to an adviser who will return **the Insured's** call.

All areas of business law are covered. This advice is available to **the Insured** during the currency of the **Policy**, although no liability can be accepted for inability to provide advice due to breakdown or failure of the telephone network.

This telephone helpline is provided by Allianz Legal Protection, part of Allianz Insurance plc, who may record calls to protect **the Insured**.

Allianz Legal Online (Access granted when the Legal Expenses Section cover is operative)

When the Legal Expenses **Section** of this **Policy** is operative, **the Insured** has access to extensive on line **Business** support via Allianz Legal Online. This facility provides tools and services that will help **the Insured** to produce legal paperwork in connection with **the Insured's Business**, for example, bespoke contracts of employment. In addition it provides **the Insured** with up to date guidance and advice on many legal issues, such as, employment legal procedures, managing **the Insured's Business** and debt recovery. A registration number is required to access this web site www.allianzlegal.co.uk and this is shown on the **Policy Schedule**. If **the Insured** has any problems relating to the Legal Documentation Service please e-mail Epoq Sales Limited at support@allianzlegal.co.uk.