



MartialGuard Travel

Policy

Allianz Insurance plc | Commercial

Allianz 

TL Risk Solutions



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Insurers and service providers

Policyholder Helplines are administered by FirstAssist Services Ltd on behalf of Allianz Insurance plc.

All Sections of this Policy are underwritten by Allianz Insurance plc

Section 1A is administered by FirstAssist Services Ltd on behalf of Allianz Insurance plc.

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

Introduction

Thank you for choosing Allianz.

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

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

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

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

Your Policy of insurance is made up of several parts which must be read together as they form your contract. Please take time to read all parts of this Policy to make sure that they meet your needs and that you understand the terms, exclusions and conditions. If you wish to change anything or if there is anything you do not understand, please let TL Risk Solutions or the Allianz office that issued your Policy know – adjustments can often be made and we will be pleased to help.

The parts of this Policy are:

- this introduction; the Policy Definitions; the Policy Exclusions and Policy Conditions, all of which apply to all Sections of this Policy.
- the Sections of cover selected by you, including the Exclusions and Conditions which apply to the Section.
- the Schedule which shows your details, the cover provided and all Endorsements applied to this Policy while this Policy is in force.

Any word or expression in this Policy which is given a specific meaning under Policy Definitions has the same meaning wherever it appears in bold in this Policy. Allianz will cover the Insured in accordance with and subject to the terms of this Policy, in consideration of the payment to Allianz of the premium for the Period of Insurance.

Signed on behalf of Allianz .

A handwritten signature in blue ink that reads "Andrew Torrance". The signature is written in a cursive style with a horizontal line underneath the name.

Andrew Torrance
Chief Executive

Policyholder Helplines

These added value services are provided as automatic **Benefits** under your **Policy** and are administered by FirstAssist Services Ltd on behalf of the **Insurer**.

All services are accessed by the **Insured** or **Insured Person** contacting FirstAssist on the telephone numbers provided alongside each service.

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

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

Pre-travel Helpline

Tel 0208 763 4809

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

Emergency Medical Assistance Service

Tel +44(0) 208 763 4810

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

This includes advice and assistance for:-

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

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

Their services include:

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

Advice Before You Travel

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

Foreign & Commonwealth Office Travel Advice

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

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

European Health Insurance Card (EHIC)

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

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

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

A person can apply for an EHIC:

- a) by phone on 0845 606 2030
- b) by post using an EHIC form available from the Post Office
- c) on-line at www.ehic.org.uk

Policy Definitions

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

Accidental Bodily Injury

Bodily injury caused by:

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

Adjustment Information

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

Aircraft Accumulation Limit

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

Baggage

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

Benefit

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

Business of the Insured

The Business of the **Insured** as shown in the **Schedule**.

Business Trip

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

Clause

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

Computer Equipment

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

Contamination

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

Contamination by Terrorism Accumulation Limit

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

Declared Travel Pattern

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

Employee

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

Europe

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

Event Accumulation Limit

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

Excess

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

Hijack

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

Hospital

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

Hospitalisation

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

Illness

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

Insured

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

Insured Person

Those persons specified in the **Schedule** as being Insured Persons.

Insured Trip

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

and

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

that forms part of the **Declared Travel Pattern**.

Insurer

Allianz Insurance plc

Kidnapped/ Taken Hostage

The unlawful taking and holding captive of an **Insured Person**.

Loss

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

Money

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

Non-Scheduled Air Accumulation Limit

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

Operative Times of Cover

The time and circumstances when cover under this **Policy** is effective within the **Period of Insurance** shown in the **Schedule** by reference to the terms on page 7 of this **Policy**.

Period of Insurance

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

Policy

The document described in the **Introduction**

Schedule

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

Scheduled Air Transport

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

Section/Sections

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

Sickness

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

Spouse

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

Strike or Industrial Action

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

Terrorism

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

United Kingdom

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

War

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

Operative Times Of Cover

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

Section 1 – Emergency Medical and Travel Expenses

Cover

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

a) Medical Expenses outside the United Kingdom

All costs necessarily incurred outside the **United Kingdom** (or outside of the normal country of residence of the **Insured Person** if different) as a result of the injury or **illness** of an **Insured Person** for reasonable costs for:-

- i. medical, **Hospital**, surgical, remedial or diagnostic treatment
- ii. attention given or prescribed by a registered medical practitioner or nursing home
- iii. ambulance fees
- iv. dental and optical treatment provided that such treatment is necessarily incurred by reason of a medical, dental or optical emergency.

b) Continued Medical Expenses inside the United Kingdom

Medical expenses necessarily incurred, and not otherwise available from the National Health Service, by an **Insured Person** in the **United Kingdom** within 6 months from the date of return from an **Insured Trip** during which a claim under this **Section** of the **Policy** for the same continuing injury or **illness** has been accepted by the **Insurer** up to but not exceeding £5,000 any one **Loss** provided that the **Insurer's** written approval is obtained before any expenses are incurred.

c) Emergency Travel Expenses

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

i. Repatriation Costs

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

ii. Attendants Travel Expenses

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

iii. Overseas Funeral Expenses

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

iv. Body Transportation Costs

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

v. Immediate Family Emergency

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

vi. Immediate Family's Travel Expenses

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

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

provided that

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

Failure to seek such prior advice and assistance may result in the **Insurer** declining to pay for any costs incurred. Details of the Medical Assistance Service can be found in **Section 1A** on this **Policy**.

Section 1A – Emergency Medical Assistance Service

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

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

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

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

- c) medical advisers are consulted at the outset for their views on the possibility of arranging repatriation and the best method of transportation to be adopted. Whenever necessary the patient will be escorted by a medical attendant

- d) assistance is provided upon arrival in the **United Kingdom** (or the **Insured Person's** normal country of residence if different)

- e) arrangements are made for the **Insured Person** to travel home and for the outward and return journeys for the next of kin to a sick or injured **Insured Person**

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

Section 1B – Overseas Hospitalisation Benefit

Cover

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

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

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

a) In-Patient Benefit

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

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

b) Convalescence Benefit

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

Section 2 – Replacement Personnel Expenses

Cover

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

provided that:

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

The maximum total amount payable is the sum insured shown in **Section 2** of the Table of Sums Insured in the **Schedule** in respect of any one **Insured Person**.

Section 3 – Baggage and Money

Cover

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

provided that:

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

The maximum amount payable is:

- a) the sums insured for **Baggage** and **Money** shown in **Section 3** of the Table of Sums Insured in the **Schedule** in respect of any one **Insured Person** for any one **Insured Trip**.
- b) £750 for any one item of **Baggage**.

Section 3A – Baggage and Money Extensions of Cover

a) Pre-Journey and Post-Journey Money Cover

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

b) Pre-Journey Loss of Passport

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

The maximum amount payable is £250 any one **Loss**.

c) Loss of Passport during a Journey

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

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

d) Temporary Deprivation of Baggage

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

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

e) **Fraudulent Use of Credit Cards**

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

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

or

- ii. the **Insured Person** an amount equivalent to such **Loss**

provided that the terms and conditions under which such card has been issued have been fully complied with. The maximum amount payable is £750 in respect of any one **Insured Trip**.

Section 4 – Cancellation and Curtailment

Cover

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

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

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

Section 5 – Delayed Departure

Cover

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

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

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

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

provided that the:

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

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

Section 6 – Missed International Connection/Missed Departure

Cover

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

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

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

provided that the:

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

Section 7 – Hijack and Kidnap

Cover

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

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

Section 8 – Personal Liability

Cover

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

provided that the:

- i. **Insured** or the **Insured Person** must give immediate notice to the **Insurer** of any occurrence which may result in a claim under this **Section** of this **Policy** even if no notice of impending prosecution, inquest or inquiry has been issued to the **Insured** or **Insured Person**. The **Insured** or **Insured Person** must notify the **Insurer** immediately in writing if any notice of prosecution, inquest or inquiry is received by the **Insured** or **Insured Person**.
- ii. **Insured** or **Insured Person** must provide the **Insurer** with all information or documentation that the **Insurer** requests in connection with any occurrence which may result in a claim under this **Section** of the **Policy**.
- iii. **Insured** or **Insured Person** must forward to the **Insurer** every letter, writ or summons received by the **Insured Person** or the **Insured** in connection with any occurrence that is or may be the subject of a claim under this **Section** of this **Policy** immediately it is received.
- iv. **Insured** or **Insured Person** must not make any admission of liability, offer or promise or payment without the **Insurer's** specific written consent.
- v. **Insurer** is able at its discretion to take over the **Insured Person's** rights and conduct the defence or settlement of any claim in the name of the **Insured Person** and the **Insurer** is able to prosecute any other persons at its own expense and for its own **benefit** and the **Insured Person** gives the **Insurer** all information and assistance as the **Insurer** may require.
- vi. **Insurer** may at any time and at its sole discretion pay to the **Insured Person** an amount equal to the Limit of Indemnity shown in **Section 8** of the Table of Sums Insured in the **Schedule** or any lower amount for which any claim or claims can be settled and in that event the **Insurer** will not be under any further liability.

Section 9 – Legal Expenses

Definitions that only apply to Section 9 Legal Expenses

Allianz Legal Protection

Allianz Legal Protection, part of the **Insurer**.

Their address is:

Redwood House
Brotherswood Court
Great Park Road
Bradley Stoke
Bristol
BS32 4QW
United Kingdom.

Limit of Indemnity

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

Territorial Limits

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

Insured Event

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

Legal Representative

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

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

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

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

Legal Costs

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

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

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

Journey

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

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

Cover

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

Making a Claim under Section 9

To make a claim under this Section, the Insured Person should telephone Allianz Legal Protection on 0870 241 4140 and quote Master Policy Number 36566.

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

Redwood House,
Brotherswood Court,
Great Park Road,
Bradley Stoke, Bristol,
BS32 4QW,
United Kingdom.

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

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

Overseas Legal Advice

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

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

Exclusions that only apply to Section 9 – Legal Expenses

Allianz Legal Protection will not pay for the following:

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

Conditions that only apply to Section 9 – Legal Expenses

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

1. The **Insured Person** must do the following

- (a) Report any claim to **Allianz Legal Protection** and not to any other person or organisation.
- (b) Give **Allianz Legal Protection** written details of the claim along with any other supporting information **Allianz Legal Protection** ask for.
- (c) Make any claim within six months of the date of the **Insured Event**.
- (d) Not appoint a **Legal Representative**.
- (e) Follow the **Legal Representative's** advice and provide any information he or she asks for.
- (f) Take every step to get **Legal Costs** back and pay them to **Allianz Legal Protection**.
- (g) Get **Allianz Legal Protection's** written permission before making an appeal.
- (h) Make sure that the **Legal Representative** keeps to all parts of Condition 2 below.

2. The **Legal Representative** must do the following

- (a) Get **Allianz Legal Protection's** written permission before instructing a barrister or expert witness.
- (b) Tell **Allianz Legal Protection** if, at any stage, there is no longer a reasonable chance of successfully getting damages back or getting any other solution.
- (c) Tell **Allianz Legal Protection** straight away if the **Insured Person** or other party makes a payment into a court or any offer to settle the matter.
- (d) Report the result of the claim to **Allianz Legal Protection** when it is finished.

3. **Allianz Legal Protection** will have the right to do the following

- (a) Take over and conduct, in the **Insured Person's** name, any claim or proceedings.
- (b) Settle a claim by paying the amount in dispute.

(c) Appoint the **Legal Representative** in the **Insured Person's** name and on the **Insured Person's** behalf.

(d) Have any legal bill audited or assessed.

(e) Contact the **Legal Representative** at any time, and have access to all statements, opinions and reports relating to the claim.

(f) End the **Insured Person's** cover if, during the course of the claim, **Allianz Legal Protection** think there is no longer a reasonable chance of success. If the **Insured Person** continues the claim and gets a better settlement than **Allianz Legal Protection** expected, **Allianz Legal Protection** will pay his or her reasonable **Legal Costs**.

(g) Settle the **Legal Costs** covered by this **Section** at the end of the claim.

(h) End the **Insured Person's** cover and to recover any costs from the **Insured Person** which **Allianz Legal Protection** has already paid if the **Insured Person** withdraws their instructions to the **Legal Representative** without **Allianz Legal Protection's** agreement.

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

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

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

Redwood House,
Brotherswood Court,
Great Park Road,
Bradley Stoke,
Bristol, BS32 4QW, United Kingdom.

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

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

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

7. **Allianz Legal Protection** does not have to keep to any agreement between the **Insured Person** and the **Legal Representative** or the **Insured Person** and any other person or organisation.

8. **Allianz Legal Protection** or the **Insured** may cancel this **Section** of the **Policy** by giving 30 days notice. If the **Insured** cancels this **Section** of the **Policy** during this time, the **Insured** will not be entitled to a refund of the **Money** the **Insured** has paid. If **Allianz Legal Protection** cancel this **Section** of the **Policy** during this time, **Allianz Legal Protection** will refund any amount the **Insured** has paid for the rest of the **Period of Insurance**, as long as any **Insured Person** has not made a claim.

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

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

Policy Conditions

This part of the Policy provides details of all Conditions that apply to all Sections. There are also additional Conditions applicable to Section 9 Legal Expenses which are detailed on pages 17 to 18 of this Policy.

1. Duty of Disclosure

All information supplied to the Insurer by or on behalf of the Insured or Insured Person in connection with this Policy must be truthful and complete including any information supplied in relation to a claim.

2. Basis of Policy

The Policy and Schedule shall be read together as one contract and words and expressions to which specific meanings have been attached in this Policy shall bear such specific meanings wherever they may appear. The Statement of Fact or Proposal Form and all other material information supplied by the Insured to the Insurer shall form the basis of this Policy.

3. Payment of Premium

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

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

If the Insured then fails to pay such amount within seven days of the Insurer giving notice to the Insured of the default in payment the Insurer may cancel this Policy by giving seven days' notice in writing to the Insured.

4. Assignment

The Insured and the Insured Person must not assign any of the benefits under this Policy. The Insurer will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this Policy.

5. Change in Risk

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

6. The Insurer's right to cancel this Policy

The Insurer may cancel this Policy by sending 30 days' notice by recorded delivery post to the Insured at the Insured's last known address together with any appropriate refund of premium. The Insured Persons and the Insured may not cancel this Policy.

7. Cancellation – War Risks

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

8. Adjustment of premium

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

Any additional premium calculated to be due must be paid by the Insured upon demand and any return premium will be paid by the Insurer to the Insured.

If the Insured does not provide the Adjustment Information within 30 days of the expiry of the Period of Insurance then the Insurer will be entitled to adjust the premium at its discretion, but subject to any additional premium not exceeding 50% of the annual premium for the relevant Period of Insurance.

9. Claims conditions

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

- a) The **Insured** or **Insured Person** must give notice to the **Insurer** as soon as possible and in any event within 30 days after the happening of any **loss** damage or occurrence which may result in a claim under this **Policy**.
- b) The **Insured** or **Insured Person** must provide the **Insurer** with all information and evidence which the **Insurer** may reasonably require at no cost to the **Insurer**.
- c) The **Insured** must ensure that as soon as possible after the occurrence of any **Injury or Illness** the **Insured Person** obtains and follows the advice of a registered medical practitioner.

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

10. Third Parties

Save as set out herein, a person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any terms of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from such act.

11. Law Applicable to Contract

Unless the **Insurer** agrees otherwise:

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

12. Accumulation Limits

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

13. Policy Age Limit

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

14. Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by the **Insured** or anyone acting on behalf of the **Insured** to obtain any **Benefit** under this **Policy**, or if any **Injury, Loss, Destruction or Damage** is caused by the wilful act or the connivance of the **Insured** all **Benefit** under this **Policy** shall be forfeited.

Policy Exclusions

This part of the Policy provides details of all Exclusions. Exclusions applicable to all sections of the Policy are listed first, followed by Exclusions applicable to each individual section of the Policy. There are also additional Exclusions applicable to Section 9 Legal Expenses which are detailed on page 16 of this Policy.

This Policy does not cover:

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

1. any **Insured Person** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind.
2. the **Insured Person**
 - a) taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for the **Insured Person's** own drug addiction or alcoholism
 - b) serving in the Armed Forces of any Nation or International Authority
 - c) committing suicide, attempted suicide or intentional self-injury
 - d) participating in off-piste winter sports
3. **War** (whether declared or not):
 - a) between any of the Major Powers (specifically China, France, the **United Kingdom**, any of the former member states of the Soviet Union and the United States of America)and/or
 - b) within **Europe** in which any of such Major Powers or their armed forces are involved or any enforcement action within **Europe** by or on behalf of the United Nations.

In respect of Section 9 Exclusion 3 is replaced by Exclusion 15 as noted in Section 9.
4. ionising radiations radioactive **Contamination** or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
5. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) and or any mutual derivative or variations however caused.

6. The following Exclusion applies to any **Loss** in excess of the **Contamination by Terrorism Accumulation Limit** shown in the **Schedule**.

Claims are not payable as a result of any event directly or indirectly arising out of **Contamination** due to any act of **Terrorism** regardless of any other cause or any other event contributing at the same time or in any other sequence to such event. If the **Insurer** alleges that by reason of this exclusion any **Loss** damage cost or expense is not covered the burden of proving the contrary shall be upon the **Insured** or **Insured Person**, as applicable.

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

8. Any claim in excess of:

- a) £25 million
- b) the **Event Accumulation Limit, Non-scheduled Air Accumulation Limit, Aircraft Accumulation Limit**
- c) **Contamination by Terrorism Accumulation Limit**

whichever shall be the lower.

9. Any claim under Section 1 of this Policy:

- a) where an **Insured Person** is travelling:-
 - i. against the advice of a registered medical practitioner
 - ii. for the specific purpose of receiving medical treatment or advice
- b) in the last month prior to the most recently advised expected date of delivery as a result of the **Insured Person** being pregnant or giving birth (unless disability arises from a diagnosed medical complication which is not a normal symptom of pregnancy or childbirth)
- c) for cosmetic treatment unless agreed by the **Insurer** and necessary as a result of **Accidental Bodily Injury**
- d) for costs of medication known by the **Insured Person** to be required or continued whilst on the **Insured Trip**
- e) costs of private medical care in the **United Kingdom** or country of residence unless covered by Continued Medical Expenses in the **United Kingdom** under **Section 1**.

10. Any claim under Section 3 of this Policy in respect of:

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

11. any claim under Section 4 of this Policy in respect of the:

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

12. any claim under Sections 5 or 6 of this Policy in respect of:

- a) **Strike or Industrial Action** affecting travel services which is in progress or which had been publicly threatened and/or publicly announced at the time of booking the **Insured Trip**
- b) delay due to the financial failure of the provider of the travel and/or accommodation services or the travel agent or tour operator acting for the **Insured** or **Insured Person**.

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

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

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

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

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

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

16. Professional Sportspersons

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

Complaints

Our aim is to get it right, first time every time. If we make a mistake we will try to put it right promptly.

We will always confirm to you the receipt of 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 provide you with information about the Financial Ombudsman Service.

Should you wish to make a complaint then it should be directed to the customer Satisfaction Manager at the Allianz location shown in your policy documentation or alternatively contact the customer Satisfaction Manager at :

Allianz Insurance plc
57 Ladymead,
Guildford,
Surrey
GU1 1DB

Tel: 01483 552438
Email: accsm@allianz.co.uk

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

Financial Services Compensation Scheme

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

You may be entitled to compensation from the FSCS if we are unable to meet our liabilities.

Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers
Portsoken Street
London E1 8BN
Tel: 020 7892 7300
Fax: 020 7892 7301
Email: enquiries@fscs.org.uk
www.fscs.org.uk

Making a Claim

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

Claims Division
Allianz Insurance plc
500 Avebury Boulevard
Milton Keynes
Buckinghamshire
MK9 2XX
Tel: 0844 871 0789

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

Data Protection Act

We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and employees to provide you with a quotation; deal with your policy; to search credit reference and fraud agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the policy that your directors, officers, partners, and employees have consented to our using their details in this way.

We may need to collect data relating to Insured Persons, which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk 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 us and that this fact is made known to the insured persons.

We may share your details with other companies within the Allianz group of companies or pass them to third parties so that we may tell you by telephone, email or post of products and services which we think may be of interest to you. If you do not want to know about these products and services, please write to: Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB to let us know. Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Allianz Insurance plc holds about them.

Please contact the Customer Satisfaction Manager at the address above.

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

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 a member of the Association of British Insurers.
Allianz Insurance plc is authorised and regulated by the Financial Services Authority. Our registration number is 121849.
This can be checked by visiting the FSA website at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.