



MGAM LIABILITY EXCESS OF LOSS

POLICY WORDING

MGAM Limited



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Thank you for choosing Allianz Insurance plc. 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 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.

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

IMPORTANT

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.

Introduction

Your Liability Excess of Loss 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, conditions and exclusions. 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:

- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Liability Excess of Loss Policy Wording
- the Schedule and Endorsements applied to the Policy while the Policy is in force.

Policy Definitions

The following definitions apply to this Policy and are denoted by bold text throughout this Policy.

Business

The Business Description stated in the **Schedule**

Period of Insurance

The period of insurance shown in the **Schedule**

Limit of Indemnity

The **Insurer's** liability for all compensation payable in respect of

- A** any one claim or series of claims arising from one cause
- B** all claims arising during the **Period of Insurance** in respect of which there is an aggregate limit in the **Underlying Insurance or Insurances**

shall not exceed the Limit of Indemnity stated in the **Schedule**

Policy

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

Premises

The Premises stated in the **Schedule**

Schedule

The part of this **Policy** entitled 'Schedule' which details information relating to this contract of insurance

The Insurer

Allianz Insurance plc

The Insured

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

Underlying Insurance or Insurances

The Primary Policy and all policies providing indemnity in excess of the Primary Policy up to the **Underlying Limit** as stated in the **Schedule**

Underlying Insurers

The Primary Policy Insurer and all insurers providing indemnity in excess of the Primary Policy up to the **Underlying Limit** as stated in the **Schedule**

Underlying Limit

The total of the limit or limits of liability provided by the **Underlying Insurance** or Insurances as stated in the **Schedule**

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

Jonathan Dye
Chief Executive

General Exclusions

1 This Policy does not cover liability

- a** resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i** ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - ii** the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- b** in respect of injury to any employee arising out of and in the course of the employment or engagement of such person by **the Insured**
- c** in respect of injury loss or damage arising in connection with work on or travel to or from
 - i** any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
 - ii** any installation in the sea or tidal waters which is intended for the storage or recovery of gas
 - iii** any pipe or system of pipes in the sea or tidal waters
 - iv** any installation which is intended to provide accommodation for persons who work on or from the locations specified in **i. ii. or iii.** above
- d** in respect of
 - i** fines penalties or liquidated damages
 - ii** punitive exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages
- e** in respect of pollution or contamination of buildings or other structure or of water or land or the atmosphere and all injury loss or damage directly or indirectly caused by such pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**
- f** arising out of the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this exclusion shall not apply
 - i** while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
 - ii** in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

Except where more specifically insured by any other insurance
- g** arising out of the ownership possession or use by or on behalf of **the Insured** of any
 - i** aircraft or other aerial device made or intended to travel through air or space or
 - ii** any water-borne vessel or craft other than those used for business entertainment purposes within inland waters or any hand-propelled or sailing watercraft not exceeding 75 feet in length whilst within inland waters
- h** in respect of loss of or damage to any property belonging to or in the charge or control of the Insured other than
 - i** personal effects or vehicles of any partner director or employee of or visitor to **the Insured**
 - ii** premises and their contents not belonging leased rented or hired to the Insured but temporarily in the charge of **the Insured** for the purposes of carrying out work
 - iii** premises including fixtures and fittings leased rented or hired to **the Insured** but excluding liability attaching to **the Insured** solely under the terms of any tenancy or other agreement

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

Except that **i** and **ii** above shall not apply to liability in respect of any loss of or damage to the said goods or property if such loss or damage is caused by or arises from any alteration repair or servicing work executed by the Insured under a separate contract or any other goods or property sold, supplied, delivered, installed or erected by **the Insured** under a separate contract
- j** in respect of injury loss or damage caused by or arising from products
 - i** any liability which attaches to **the Insured** solely under the terms of an agreement other than under a warranty of goods implied by law or under any indemnity clause in any agreement between **the Insured** and any independent carrier in respect of injury loss or damage caused by products entrusted to such carrier for transit by road rail or waterway
 - ii** any product installed or incorporated in any craft designed to travel in or through air or space and which to **the Insured's** knowledge was intended to be installed or incorporated in any such craft
 - iii** any claim made against **the Insured** in any country outside of the European Union in which the Insured occupy premises or are represented by any resident employee or holder of the Insured's power of attorney
- k** for injury loss or damage arising out of or in connection with advice design formula specification inspection certification or testing provided or performed for a fee by or on behalf of **the Insured**
- l** in respect of injury, damage, liability, loss, cost or expense directly or indirectly caused by, arising from or contributed to by asbestos or fibres or particles of asbestos or any material containing asbestos
- m** assumed by **the Insured** under a contract or agreement entered into by **the Insured** which would not have attached in the absence of such contract or agreement
- n** in respect of all claims against **the Insured** made within the legal jurisdiction of the United States of America or any dependency or trust territory

General Conditions

1 Fair Presentation of the Risk

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

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

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

For the purposes of this condition references to:

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

2 Reasonable Precautions

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

3 Claims

The Insured shall in the event of any injury, loss, destruction, damage or consequential loss as a result of which a claim is or may be made under this **Policy** 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

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

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

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

the Insurer will:

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

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

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

6 Discharge of Liability

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

- i the Limit of Indemnity or
- ii a lesser amount for which such claim or claims can be settled after deduction of any sums already paid.

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

7 Loss Reduction Conditions

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

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

8 Law Applicable and Jurisdiction

Unless agreed otherwise by **the Insurer**:

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

9 Rights of Parties

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

10 Assignment

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**.

General Conditions (continued)

11 Basis Clause

The Insurer agrees that notwithstanding any provision in this **Policy** or any other document to the effect that a statement or statements made by or on behalf of **the Insured** (including but not limited to statements made in proposals for insurance) form part of or are the basis of the **Policy** shall be of no effect

12 Terms

Where there has been a breach of a term of the **Policy**, whether expressed or implied, other than a breach of a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of a loss of a particular kind and/or loss at a particular location and/or loss at a particular time, **the Insurer** shall not be permitted to rely on the breach of the term to exclude, limit or discharge its liability under the **Policy** if **the Insured** shows that the breach of such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

13 Interpretation

Any word or expression to which a specific meaning has been given shall have the same meaning wherever it may appear in this **Policy**.

14 Costs and Expenses

If the **Underlying Insurance or Insurances** provide(s) for costs and expenses to be payable in addition to the limit of indemnity, **the Insurer's** liability for costs and expenses shall be limited to that proportion which the amount payable under this **Policy** excluding such costs and expenses bears to the total sum payable under all contributing insurances excluding such costs and expenses.

If the **Underlying Insurer(s)** have invoked a right under their insurance or insurances to pay the limit(s) of indemnity thereunder and only be liable for costs and expenses for which they are responsible up to the time of such payment then **the Insurer** shall be liable for costs and expenses for which the **Underlying Insurer(s)** would have been liable had they not invoked that right.

15 Exhaustion of Underlying Limit

If the **Underlying Limit** is exhausted by claims paid by the **Underlying Insurer(s)** or which they have been held liable to pay **the Insurer** shall in the event of

A partial exhaustion provide indemnity in excess of the reduced **Underlying Limit** for the remainder of the **Period of Insurance**

B total exhaustion continue this **Policy** in force as the underlying insurance for the remainder of the **Period of Insurance** subject to the terms of the Primary Policy (as stated in the **Schedule**).

16 Claims Notification and Consultation

The Insured shall give written notice to **the Insurer** immediately upon being made aware of an occurrence reasonably likely to produce a claim which exceeds 50% of the **Underlying Limit**. In respect of such occurrence the liability of **the Insurer** under this **Policy** shall be subject to **the Insurer** having the right to consult with the **Underlying Insurer(s)** in connection with subsequent payments under the **Underlying Insurance or Insurances**.

17 Alteration

No material alteration to the **Underlying Insurance or Insurances** making any changes in the terms or conditions of such **Underlying Insurance or Insurances** shall apply to this **Policy** unless otherwise agreed by **the Insurer**.

18 Liquidation

The Insurer shall not be liable for the failure of the **Underlying Insurer(s)** to meet their commitments under the **Underlying Insurance or Insurances** due to their inability or refusal to pay any claim in the event of their insolvency or entering into liquidation or their affairs being subject to any scheme of administration or receivership approved by a court.

19 Sanctions

This **Policy** does not provide any cover or benefit for any business or activity to the extent that the provision of such cover, payment of any claim or provision of such benefit would expose **the Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America

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.

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.

Privacy Notice: How We Use Personal Information

Introduction

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

1 Who we are and whose personal information we collect

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

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

2 How we use personal information

We use personal information in the following ways:

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

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

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

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

3 Marketing

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

Our marketing activities may include:

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

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

4 Automated decision making, including profiling

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

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

5 The personal information we collect

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

- basic personal details such as name, age, contact details and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video, including surveillance to help us manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information

- information relating to the use of our websites via the use of cookies
- accessibility details if we need to make reasonable adjustments to help
- business activities such as goods and services offered

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

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

6 Where we collect personal information

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

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

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

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

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

7 Sharing personal information

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

We may share personal information with:

- other companies within the global Allianz Group
www.allianz.com

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

8 Transferring personal information outside the UK

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

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

Privacy Notice:

How We Use Personal Information (continued)

9 How long we keep personal information

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

10 Know your rights

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

You have the following rights:

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

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

Phone: **0208 231 3992**

Email: datarights@allianz.co.uk

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

11 Allianz (UK) Group Data Protection Officer contact details

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

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

Phone: **0330 102 1837**

Email: dataprotectionofficer@allianz.co.uk

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

12 Changes to our Privacy Notice

This Privacy Notice was last updated in September 2020.

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

13 Allianz Privacy Standards (APS)

The Allianz Privacy Standard provides you with information on the rules governing the international transfer of personal data between Allianz Group companies operating in the European Economic Area (EEA) and Allianz Group companies outside that area. The Allianz Privacy Standard also describes your rights in respect of such transfers, what to do if you want to exercise your rights or complain about such transfers, and how to contact us. The latest Allianz Privacy Standard can be found at <https://www.allianz.com/en/privacy-statement.html>.

Notifying a Claim

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:

Tel: 0344 893 9500

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.

Allianz addresses for claims correspondence:

Allianz Claims,
PO Box 10509,
51 Saffron Road,
Wigston
LE18 9FP

Liability Excess of Loss Section

Cover

The Insurer will indemnify the Insured subject to the terms of this Policy and to the Limit of Indemnity against legal liability in accordance with the terms of the Primary Policy stated in the Schedule which is incorporated herein and which shall run concurrently with this Section

Provided that

- a** no liability shall attach to the Insurer unless and until the Underlying Insurer(s) have admitted liability or have paid or agreed to pay the full amount of the Underlying Limit after making deductions for all recoveries, salvages and other valid and collectable insurances
- b** all Underlying Insurance or Insurances shall be maintained in full effect during the currency of this Policy except for any reduction(s) of the aggregate limit(s) contained therein solely by payment of a claim or claims during the Period of Insurance.

MGAM Limited is a registered company in England with company no. 09742763.

MGAM Limited registered office is:
Walsingham House Ninth Floor, 35 Seething Lane,
London, EC3N 4AH.

MGAM Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 835270 to carry out insurance distribution activities.

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 **[allianzUKbroker](https://twitter.com/allianzUKbroker)**

Allianz Insurance plc.
Registered in England number 84638
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Surrey GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Register number 121849.