

Introduction

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

Your ESMBA Personal Accident Policy is made up of several parts which must be read together as they form your contract of insurance underwritten by 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 Sutton Winson Ltd know.

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

- this Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions; the Insuring Clause; the General Exclusions and General Conditions,
- the Exclusions and Conditions
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

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

Thank you for choosing Allianz Insurance plc.



Jonathan Dye
Chief Executive.

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Policy Definitions

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

Policy

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

Schedule

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

The Insurer

Allianz Insurance plc

The Insured

The Insured named and shown in the Schedule

Period of Insurance

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

Business

The sporting activities as stated under Business Description in the Schedule and other non playing activities of the Insured

Excess

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

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) occurring or arising in connection with the Business during the Period of Insurance or any subsequent period for which the Insurer agrees to accept a renewal premium.

For Allianz Insurance plc

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

Jonathan Dye
Chief Executive.

General Exclusions

This Policy does not cover

1. Radioactive Contamination

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

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

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

Note that in addition to the **General Claims Condition**, **Special** or **Additional Claims Conditions** also apply to the individual **Sections** of the **Policy**.

Please refer to each individual **Section** for details.

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. 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.

General Conditions

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** fail 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

A the Limit of Indemnity or

B the **Sum Insured**

or

C a lesser amount for which such claim or claims can be settled

after deduction of any sums already paid.

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

7. Loss Reduction Conditions

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

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

8. Law Applicable and Jurisdiction

Unless agreed otherwise by the **Insurer**

- a. the language of the **Policy** and all communications 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; and
- c. each party to this **Policy** agrees to waive any right that it may have to object to an action being brought in the English courts or to claim that the action has been brought in an inconvenient forum or to claim that the English courts do not have jurisdiction.

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**.

ESMBA – Personal Accident

Definitions

Accidental Bodily Injury

Bodily Injury caused by:

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

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.

Annual Salary

The annualised gross salary (excluding bonus payments) payable per annum by the Insured to the Insured Person as at the date of Accidental Bodily Injury.

Associated Illness

Sickness or disease (except any psychological condition or disorder) that results directly from the Insured Person sustaining Accidental Bodily Injury, that would not otherwise have arisen and had not previously arisen.

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.

Capital Sum Benefit

A Benefit that is not payable at a weekly rate.

Clause

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

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 and business travel 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.

Death

Death caused by Accidental Bodily Injury.

Directors

The registered company directors of the Insured and any other persons agreed with the Insurer in writing to be treated as directors.

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 policies issued or to be issued by the Insurer to the Insured for all Losses not involving air travel.

Excess Period

The first period of Temporary Total Disablement or Temporary Partial Disablement for which no Benefit is payable as shown in the Schedule.

First Aid Expenses

Expenses necessarily incurred by the Insured Person or the Insured on behalf of the Insured Person for immediate and urgent treatment due to the Insured Person having sustained Accidental Bodily Injury which results in a valid claim for any of Benefits 1 – 8 as shown in the Scale(s) of Compensation.

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.

Insured Person

All affiliated members of the English Short Mat Bowling Association (ESMBA), as lodged with the ESMBA registration secretary.

Loss(es)

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

Loss of Hearing

Total and permanent loss of hearing in one or both ears.

Loss of Internal Organ

Total and permanent:

- a. loss by removal

or

- b. effective loss of use

of one lung or kidney, the spleen or liver.

ESMBA – Personal Accident

Loss of Limb

Total and permanent loss:

a. by physical separation

or

b. of use

of a hand, at or above the wrist or a foot, at or above the ankle.

Loss of Sight

Total and permanent loss of sight which will be considered as having occurred:

a. in both eyes if the **Insured Person's** name has been added to the Register of Blind Persons maintained by the government on the authority of a fully qualified ophthalmic specialist

or

b. in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Loss of Speech

Total and permanent loss of the ability to speak or communicate verbally.

Maximum Benefit

The maximum amount of **Benefit** payable, as shown in the **Scale(s) of Compensation**.

Maximum Payment Period

The maximum length of time for which a **Benefit** is payable after the **Excess Period** has expired, being 104 weeks.

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 Time of Cover

The time and circumstances when cover under this **Section** of the **Policy** is effective within the **Period of Insurance** being whilst on the **Premises** or elsewhere in connection with organised short mat bowls activities, including commuting to and from your destination.

Permanent Total Disablement

Any permanent disablement other than

- a. Loss of Sight
- b. Loss of Hearing
- c. Loss of Limb
- d. Loss of Internal Organ

e. Loss of Speech

which, having lasted without interruption for at least 12 months, has no reasonable prospect of improving and, in the opinion of an independent qualified medical referee acceptable to the **Insurer**, will in all probability permanently, completely and continuously prevent the **Insured Person** from engaging in or giving attention to:

- i. their **Usual Occupation** if in gainful employment
- ii. business profession or occupation of each and every kind if the **Insured Person** is not in gainful employment
- iii. business schooling profession or occupation of each and every kind if the **Insured Person** is under 16 years of age or under 18 years of age in full time education for the remainder of their life.

Permanent Total Disablement (Continental Scale)

Compensation under Item 6 of the **Scale(s) of Compensation** is extended to include the following additional **Benefits** in accordance with the following percentages subject to a maximum total of 100% in the aggregate provided that the **Insured Person** has survived for at least one month from the date of the occurrence.

- | | | |
|----|---|------|
| 1. | Permanent Total Disablement | 100% |
| 2. | Permanent Loss by physical separation of: | |
| | a. one thumb: | |
| | i. both phalanges | 30% |
| | ii. one phalange | 15% |
| | b. one index finger: | |
| | i. three phalanges | 20% |
| | ii. two phalanges | 13% |
| | iii. one phalange | 6% |
| | c. one other finger: | |
| | i. three phalanges | 10% |
| | ii. two phalanges | 6% |
| | iii. one phalange | 3% |
| | d. one great toe: | |
| | i. two phalanges | 15% |
| | ii. one phalange | 7.5% |
| | e. one other toe: | |
| | i. three phalanges | 5% |
| | ii. two phalanges | 3% |
| | iii. one phalange | 1.5% |

ESMBA – Personal Accident

- | | |
|--|-----|
| 3. Permanent total loss of use of: | |
| a. shoulder or elbow | 25% |
| b. wrist, hip, knee or ankle | 20% |
| 4. Removal by surgical operation of lower jaw | 30% |
| 5. Sickness resulting in Loss of Sight or Permanent Total Disablement by paralysis | 20% |

A proportionately lower percentage of compensation will be payable in the event of a partial loss under 2. above.

Claims arising from pre-existing conditions are excluded in respect of 5. **Sickness resulting in Loss of Sight** or **Permanent Total Disablement** by paralysis or in respect of general paralysis of the insane.

Permanent Partial Disablement

Means **Loss of Sight, Loss of Hearing, Loss of Speech, Loss of Limb, Loss of Internal Organ**

Scale(s) of Compensation

The scale of *Benefits*

- | | |
|----------------------------------|-----------------------------|
| 1. Death | 100% of Capital Sum Benefit |
| 2. Loss of Sight | 100% of Capital Sum Benefit |
| 3a. Loss of Hearing – one ear | 25% of Capital Sum Benefit |
| 3b. Loss of Hearing – both ears | 100% of Capital Sum Benefit |
| 4. Loss of one or more Limbs | 100% of Capital Sum Benefit |
| 5a. Loss of Speech | 50% of Capital Sum Benefit |
| 5b. Loss of Internal Organ | 25% of Capital Sum Benefit |
| 6. Permanent Total Disablement | 100% of Capital Sum Benefit |
| 7. Temporary Total Disablement | 100% of Weekly Benefit |
| 8. Temporary Partial Disablement | 40% of Weekly Benefit |

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.

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.

Temporary Partial Disablement

Disablement that completely prevents the **Insured Person** from performing more than 50% of the functions of their **Usual Occupation**.

Temporary Total Disablement

Disablement which completely prevents the **Insured Person** from performing each and every function of their **Usual Occupation**.

Terrorism

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.

Usual Occupation

The tasks, duties and other functions which the **Insured Person** normally performs for or on behalf of the **Insured** in connection with the **Business**.

Visitors

Persons who are not:

- a. **Employees of the Insured**
- b. emergency services personnel
- c. work experience placements under government funded training programmes

but who are lawfully visiting the **Insured's** premises.

War

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

Weekly Benefit

The amount shown under the **Scale(s) of Compensation** that the **Insurer** will pay to the **Insured** for each complete working week, during any period of **Temporary Total Disablement** or **Temporary Partial Disablement** of an **Insured Person**.

Weekly Wage

The gross basic weekly amount (or in the case of a salaried **Employee** 1/52nd of the **Annual Salary**) normally paid (excluding bonus payments) by the **Insured** to the **Insured Person** as at the date of the **Accidental Bodily Injury** for their **Usual Occupation**.

ESMBA – Personal Accident

Cover

The Insurer will pay the Insured (in the case of Committee Members and Employees) or the Insured Person in accordance with the Scale(s) of Compensation if any Insured Person suffers Accidental Bodily Injury during the Period of Insurance and Operative Time of Cover which, within 12 months thereof solely, directly and independently of any other cause results in the:

- a. Death
- b. Permanent Total Disablement
- c. Permanent Partial Disablement
- d. Temporary Total Disablement
- e. Temporary Partial Disablement

of an Insured Person.

Extensions of Cover

1. Rehabilitation and Retraining Expenses

If the Permanent Total Disablement Benefit becomes payable the Insurer will pay for rehabilitation and retraining costs to facilitate the Insured Person's return to gainful employment provided that the:

- a. Insured Person was not over 65 years of age when Accidental Bodily Injury leading to Permanent Total Disablement occurred
- b. Insured Person was an Employee of the Insured
- c. Insurer's prior written approval of any rehabilitation and retraining costs is obtained.

The maximum amount payable is £3,000 in respect of any one Insured Person.

2. Visitors' Benefit

If a Visitor suffers Accidental Bodily Injury which, within 12 months thereof solely, directly and independently of any other cause results in the Death, Permanent Total Disablement or Permanent Partial Disablement of a Visitor, the Insurer will pay the Insured a sum of £2,500 in respect of each Visitor.

The maximum amount payable is £3,000 in respect of any one Loss.

3. Hospitalisation Benefit

If Accidental Bodily Injury results in Hospitalisation in the Insured Person's country of residence on the recommendation of an appropriate doctor attached to the Hospital, the Insurer will pay the Insured:

In-Patient Benefit

- a. £50 for each continuous 24-hour period that the Insured Person spends in Hospital as an in-patient.

The maximum amount payable is £2,000 in respect of any one Insured Person.

Convalescence Benefit

- b. £50 for each continuous 24-hour period of convalescence during which the Insured Person is confined to their home or a registered nursing home on the recommendation of an appropriate doctor attached to the Hospital after discharge following a period of Hospitalisation.

The maximum amount payable is £2,000 in respect of any one Insured Person.

4. Assault Injury Enhanced Benefit

If an Insured Person sustains Accidental Bodily Injury as a direct result of a malicious, unprovoked, physical assault whilst acting in connection with the Business of the Insured which causes Death, Permanent Total Disablement or Permanent Partial Disablement, the Insurer will pay the Insured an additional Benefit equivalent to 10% of the Capital Sum Benefit amount shown in the Scale(s) of Compensation.

The maximum amount payable in respect of this additional Benefit is £2,500 in respect of any one Insured Person.

5. Temporary Replacement Staff Costs

If a Death Benefit becomes payable under this Policy, the Insurer will pay the Insured an additional sum of £1,000 towards reasonable additional costs the Insured incurs in conducting the Business of the Insured.

6. First Aid Expenses

The Insurer will pay for First Aid Expenses incurred in the Insured Person's country of residence up to:

- a. 15% of any amount paid by the Insurer under Benefits 1 to 6

or

- b. 30% of any amount paid by the Insurer under Benefits 7 and 8

subject to a maximum total amount of £15,000 in respect of any one Insured Person.

ESMBA – Personal Accident

7. Broken Bones Benefit

If as a result of having sustained **Accidental Bodily Injury** during the **Period of Insurance** and **Operative Time of Cover** an **Insured Person** Fractures one or more of the bones listed below:

- i. Arm (Humerus, Radius, Ulna) or Wrist (Carpals)
- ii. Leg (Femur, Tibia, Fibula) Ankle (Tarsals) or Kneecap (Patella)
- iii. Back (Cervical Spine, Thoracic spine, Lumbar Spine, Sacrum or Coccyx)

the **Insurer** will pay the **Insured Person** £500.

If as a result of having sustained **Accidental Bodily Injury** during the **Period of Insurance** and **Operative Time of Cover** an **Insured Person** Fractures any other bone in the body the **Insurer** will pay the **Insured Person** £100.

Fracture

A break in the continuity of the tissue of a bone.

Exclusions

The **Insurer** will not pay for:

1. any claim arising out of or consequent upon or contributed to directly or indirectly by:
 - a. any **Insured Person** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind.
 - b. 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
 - e. engaging in air travel as aircraft crew of any kind or carrying out any trade or technical operation whilst an aircraft is in flight.
 - c. **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.

- d. 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.
 - e. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) and or any mutual derivative or variations however caused.
2. Losses arising directly or indirectly 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.
 3. any Loss arising from travel to Afghanistan, Iraq, Ivory Coast, Somalia or Chechnya unless agreed in writing by the **Insurer**.
 4. any claim in excess of the **Event Accumulation Limit**, the **Aircraft Accumulation Limit** and the **Contamination by Terrorism Accumulation Limit** of £500,000 or the **Non Scheduled Air Accumulation Limit** of £250,000.
 5. any claim in respect of:
 - a. any Benefit during the **Excess Period**
 - b. sickness or disease (with the exception of **Associated Illness**).

Conditions

The **General Conditions** of this Policy apply to this Section with the exception of **General Conditions 2 and 3**.

In addition the following Conditions apply to this Section:

1. **Duty of Disclosure**

All information supplied to the **Insurer** by or on behalf of the **Insured** must be truthful and complete including any information supplied in relation to a claim.
2. **Assignment**

The **Insured** and the **Insured Person** must not assign any of the **Benefits** under this Section. 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 Section.
3. **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 occupation of any **Insured Person** from that which the **Insured** originally advised to the **Insurer**.

ESMBA – Personal Accident

4. Cancellation – War Risks

The Insurer may cancel cover under this Section in respect of War risks at any time and at its discretion by sending 7 days notice by recorded delivery post to the Insured at the Insured's last known address.

5. Benefit Limits

- a. The Insurer will not pay more than the **Maximum Benefit or Sum Insured** as specified in the **Scale(s) of Compensation** for any one **Insured Person**.
- b. The **Maximum Benefit** payable in respect of **Death** of an **Insured Person** under 16 years of age or under 18 years of age and in full time education shall not exceed £10,000 or the **Benefit** stated in the **Scale(s) of Compensation** whichever is lower.
- c. The maximum **Weekly Benefit** payable for
 - i. salaried staff for
 - **Temporary Total Disablement** will not exceed 100%
 - **Temporary Partial Disablement** will not exceed 50% of the **Insured Person's** normal **Weekly Wage**.
 - ii. non salaried persons for
 - **Temporary Total Disablement** will not exceed £100
 - **Temporary Partial Disablement** will not exceed £40

The Insured must inform the Insurer if any claim payment exceeds these limits.

The Insurer shall be entitled to

- i. a return of any such claims payments in excess of the limits stated within a reasonable timescale and/or
 - ii. reduce any further payments due until the claim payment in excess of the limits stated is offset.
- d. Payment by the Insurer to the Insured of any **Weekly Benefit** does not prejudice the Insured's entitlement to any other **Benefit** but payment of **Weekly Benefits** will cease if the Insurer pays any of the **Capital Sum Benefits** and the Insurer will not be liable to pay any further **Benefits** in respect of the same **Insured Person** for the same **Loss**.
 - e. Payment by the Insurer to the Insured for any incomplete working week will be calculated as a proportion of the **Weekly Benefit** equivalent to the number of days of disablement compared to the number of days which the **Insured** normally pays the **Insured Person** to work in a normal week.

- f. The Insurer will not pay more than one of the **Benefits 1 to 6** as shown in the **Scale(s) of Compensation** in respect of any one **Insured Person** for injuries arising from the same **Loss**.
- g. The Insurer will not pay more than one of the **Benefits 7 and 8** as shown in the **Scale(s) of Compensation** for an accident arising from separate originating **Losses** concurrently.

6. Disappearance

Death of any **Insured Person** shall not be presumed by reason of their disappearance. If after a reasonable period of time has elapsed the Insurer having examined all the evidence available has no reason to suppose other than that the **Insured Person** has sustained an accident during the **Operative Time of Cover** resulting in their **Death**, the disappearance of such **Insured Person** shall be deemed to constitute **Death** by accident for the purposes of this Section.

In the event of the **Insured Person's** re-appearance after payment under Item 1 of the **Scale(s) of Compensation** the beneficiary thereof will repay such amount to the Insurer unless probate has been granted or legal evidence of the presumption of **Death** has been supplied to the Insurer.

7. 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.
- 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** or **Insured Person** must at the Insurer's request provide a medical examination report in respect of any **Accidental Bodily Injury** where the **Insured** or **Insured Person** requires the Insurer to consider a claim. The Insurer will pay the cost of the medical examination fee.
- d. The **Insured** must ensure that as soon as possible after the occurrence of any **Accidental Bodily Injury** the **Insured Person** obtains and follows the advice of a registered medical practitioner.

ESMBA – Personal Accident

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.

- e. In the event of Death of an Insured Person the Insurer will be entitled to have a post-mortem examination carried out at the Insurer's own expense.

8. Accumulation Limits

Where the total of all individual claims exceed the

- i. Aircraft Accumulation Limit
- ii. Event Accumulation Limit
- iii. Non-scheduled Air Accumulation Limit
- iv. Contamination by Terrorism Accumulation Limit

the individual claims shall be reduced proportionately until the total of all individual claims does not exceed the limit applicable.

9. Rebate Clause

Subject to the Special Provisions of this Condition, and to the under-noted Definitions, it is agreed by the Insurer and the Insured that upon expiry of each Period of Insurance the Insurer will allow a 10% rebate of premium in respect of the of this Policy against the Paid Premium.

Special provisions

Any rebate of premium is subject to the following:

- A. Loss Ratio not exceeding 40%
- B. the amount of premium rebated will be calculated three months after the expiry of each Period of Insurance
- C. if there is any alteration in the amount of Incurred Claims (whether due to new claims notified, or otherwise) following calculation of the premium rebate, such alteration in amount will be carried forward and taken into account in the premium rebate calculation for the next Period of Insurance
- D. the insurances by the Applicable Sections of the Policy being renewed with the Insurer for a period of at least twelve months following expiry of the Period of Insurance to which the premium rebate applies
- E. in the event of cancellation by the Insured of the Policy no rebate of premium will be payable in respect of such Policy
- F. the Insurer shall be under no obligation to accept any offer made in connection with this Condition.

Definitions

Paid Premium:

shall mean the total premium paid under this Policy during the Period of Insurance to which such premium rebate relates, but excluding Insurance Premium Tax

Loss Ratio:

shall mean the percentage produced by dividing the Incurred Claims by the Paid Premium.

Incurred Claims:

shall mean the total of all claims paid (including costs and expenses) and claims estimated for each Period of Insurance under the Policy. Outstanding claims will be calculated in accordance with the Insurer's standard reserving procedure.

Claims Handling

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

- You should notify your insurance adviser (or alternatively you can contact us at one of our claims handling offices)
 - promptly, if an incident occurs that may lead to you making a claim
 - immediately, in the event of a serious accident, loss or damage
- Please provide as much information as possible about the claim, and your policy reference if available
- We recommend you check that the accident, loss or damage is covered by your policy. If you are in any doubt please consult your insurance adviser
- You should comply with the requirements for claim notification contained in the policy conditions, which detail your obligations and our rights in the event of a claim. If you are in any doubt please consult your insurance adviser
- You should carry out any emergency action to protect your property from further damage (e.g. turning off main services) or to make it waterproof or secure. We will be pleased to provide advice and assistance to find the right person or organisation to help you. If you do incur any charges please retain the bills as these may form part of your claim
- If emergency work has been completed on your own authority please contact us via your insurance adviser before permanent repairs begin
- Please do not dispose of damaged items before we have had the opportunity to inspect them
- You should report to the Police any loss or damage from theft, arson, malicious damage, or riot or civil commotion and obtain a crime book reference from them
- Please ensure that your responsibility for injury to someone or damage to their property is not discussed with or admitted to anyone else
- If an employee or someone else is holding you responsible for injury to them or for damage to their property then you should tell us promptly via your insurance adviser, and send any letters, writs or summons to us unanswered

- Our aim is to deal with your claim promptly and fairly. Depending on the type of claim and value involved we may:
 - forward a claim form for you to complete and sign
 - appoint an independent Loss Adjuster to deal with your claim
 - arrange for one of our Claims staff to visit you
 - reply to you via your insurance adviser by letter or by telephone.

Claims under this Policy should be notified via the Sutton Winson Reporting Line on 0844 815 0115 or email in the first instance to esmba@swib.co.uk

For Medical Emergency whilst overseas –
Tel +44 (0) 208 603 9514

Allianz Address for Claims Correspondence:

Claims Division
Allianz Insurance plc
PO Box 10509
51 Saffron Road
Wigston
LE18 9FP

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.

Data Protection

Allianz Insurance plc together with other companies within the Allianz SE group of companies ("Allianz Group") may use the personal and business details you have provided or which are supplied by third parties including any details of directors, officers, partners and employees (whose consent you must obtain) to:

- provide you with a quotation, deal with the associated administration of your policy and to handle claims;
- search credit reference, credit scoring and fraud agencies who may keep a record of the search;
- share with other insurance organisations to help offset risks, administer your policy, for statistical analysis, and to handle claims and prevent fraud;
- support the development of our business by including your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on our behalf.

Allianz Group may need to collect and process data relating to individuals who may benefit from the policy ("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 and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by Allianz Group and that this fact is made known to the Insured Persons.

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employer's Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers' liability insurance of their employers, (the "Claimants"):

- I. to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- II. to identify the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website www.elto.org.uk

Telephone calls may be recorded for our mutual protection, training and monitoring purposes.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB.

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

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of your data and your insurance policy data in this way and for these purposes and that your directors, officers, partners, and employees have consented to our using their details in this way.

Complaints Procedure

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

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

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

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

Telephone number: 01483 552438
Fax Number: 01483 790538
Email: accsm@allianz.co.uk

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

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

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

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: accsm@allianz.co.uk

Alternatively, you can contact the Financial Ombudsman Service directly.

Sutton Winson Ltd. Registered in England No. 546706

Registered office: St James House, Grosvenor Rd, Twickenham, Middlesex TW1 4AJ

Sutton Winson Ltd is authorised and regulated by the Financial Conduct Authority No. 310883

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 by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 121849.