



INDIVIDUAL ACCIDENT POLICY

Introduction

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 your insurance adviser 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

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.

Annual Salary

The annualised gross salary (excluding bonus payments) drawn per annum by the **Insured** as at the date of occurrence of the accident giving rise to **Accidental Bodily Injury**.

Associated Illness

Sickness or disease (except any psychological condition or disorder) that results directly from the **Insured** 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** as shown in the Schedule.

Broken Bones Benefit

A clean break in the

- a Leg (Femur, Tibular, Fibula)
- or
- b Arm (Humerus, Radius, Ulna)

Capital Sum Benefit

A **Benefit** that is not payable at a weekly rate.

Clause

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

Contamination

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

Death

Death caused by **Accidental Bodily Injury**.

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.

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** for immediate and urgent treatment due to the **Insured** having sustained **Accidental Bodily Injury** which results in a valid claim for any of **Benefits** 1 to 13 as shown in the Schedule.

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** 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.

Insurer

Allianz Insurance plc

Loss

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 that in the opinion of an independent qualified medical referee acceptable to the **Insurer** is never going to improve.

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'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 Schedule.

Maximum Benefit Period

The maximum length of time for which a **Benefit** is payable after the **Excess Period** has expired as shown in the Schedule.

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 5 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**.

Permanent Total Disablement

Any permanent disablement other than

- a Loss of Sight
- b Loss of Hearing
- c Loss of Limb
- d 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** from engaging in or giving attention to any business profession or occupation of each and every kind for the remainder of their life.

Permanent Partial Disablement

Means **Loss of Sight, Loss of Hearing, Loss of Speech, Loss of Limb**.

Temporary Total Disablement

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

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.

Usual Occupation

The tasks, duties and other functions, which the **Insured** normally performs in connection with their occupation.

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.

Weekly Benefit

The amount shown in the Schedule under the Table of Sums Insured that the **Insurer** will pay to the **Insured** for each complete working week, during any period of **Temporary Total Disablement** of the **Insured**.

Weekly Wage

The gross basic weekly amount excluding bonus payments (or in the case of salaried employees 1/52nd of the **Annual Salary**) normally paid to, or drawn by, the Insured as at the date of occurrence of the accident giving rise to **Accidental Bodily Injury** for their **Usual Occupation**.

Operative Times Of Cover

- **Track Days**

Whilst attending a track day event organised and run by a recognised track day operator. Cover starts when the **Insured** arrives at the venue and ceases when leaving the venue.

Section 1 – Personal Accident

Cover

The **Insurer** will pay the **Insured** the sum or sums shown in the Schedule if the Insured 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
- of the **Insured**.

Section 1A – Extensions Of Cover

This describes a number of additional benefits which are provided as an automatic extension of cover.

- a **First Aid Expenses**

The **Insurer** will pay for **First Aid Expenses** incurred in the **Insured's** country of residence up to a maximum of 25% of any amount paid by the **Insurer** under **Benefit** 1 to 13 as set out in the Schedule subject to a maximum total amount of £20,000.

- b **Hospitalisation Benefit**

If **Accidental Bodily Injury** results in **Hospitalisation** in the **Insured's** country of residence on the recommendation of an appropriate doctor attached to the **Hospital**, the **Insurer** will pay the **Insured** £50 for each continuous 24-hour period that the **Insured** spends in **Hospital** as an in-patient.

The maximum amount payable is £18,250.

If **Hospitalisation** is as a result of a coma the maximum amount payable is £36,500.

- c **Funeral Expenses**

If an **Insured** dies solely as a result of having sustained **Accidental Bodily Injury** and the **Benefit on Death** becomes payable under this Policy the **Insurer** will pay an additional **Benefit** of £10,000 for necessary costs incurred with the **Insurer's** prior written consent for funeral expenses.

- d **Disability Assistance**

If **Accidental Bodily Injury** results in a claim under **Permanent Partial Disablement** or **Permanent Total Disablement** the **Insurer** will pay the **Insured** any necessary expenses incurred only with the **Insurer's** prior written consent to make alterations to the **Insured's** home or car. The maximum amount payable is £20,000.

Policy Conditions

This Part of the policy provides details of all Conditions that apply to all sections.

1 Duty of Disclosure

All information supplied to the **Insurer** by or on behalf of the **Insured** 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 Assignment

The **Insured** 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.

4 The Insurer's right to cancel this policy

The **Insurer** may cancel this Policy by sending 14 days' notice by recorded delivery post to the **Insured** at the **Insured's** last known address together with any appropriate refund of premium.

5 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.

6 Benefit Limits

- a The **Insurer** will not pay more than the **Maximum Benefit** for **Benefits 1 to 11** or any other sum insured as shown in the Schedule for any one **Insured**.
- b The maximum **Weekly Benefit** payable for **Temporary Total Disablement** will not exceed 100% of the **Insured's** normal **Weekly Wage**. It is the duty of the **Insured** to inform the **Insurer** if any claim payment does exceed these limits. Payment will be proportionately reduced until these limits are not exceeded.

- c 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 and be deducted from any **Benefit** 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** for the same **Loss**.

- d The Schedule shows the **Weekly Benefit** payable to the **Insured** for each complete working week of **Temporary Total Disablement**.

Payment for any incomplete working week will be calculated as a proportion of the **Weekly Benefit** shown in the Schedule equivalent to the number of days of disablement compared to the number of days which the **Insured** normally gets paid to work in a normal week.

- e The **Insurer** will not pay more than one of the **Benefits 1 to 11** shown in the schedule for injuries arising from the same **Loss**.

- f The **Insurer** will not pay a **Weekly Benefit** for **Temporary Total Disablement** if the **Insured** is not in full time gainful employment.

- g The **Insurer** will not pay the **Broken Bones Benefit** if **Temporary Total Disablement** is claimed for.

- h The **Insurer** will only pay for one **Broken Bones Benefit**.

7 Claims Conditions

No claim will be paid unless the **Insured** complies strictly with these conditions:

- a The **Insured** 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** 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 at the **Insurer's** request provide a medical examination report in respect of any **Accidental Bodily Injury** where the **Insured** requires the **Insurer** to consider a claim under this policy for which 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** 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'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 the **Death** of an **Insured** the **Insurer** will be entitled to have a post-mortem examination carried out at its expense.
- f For the **Insured** to claim for **Weekly Benefits** under this policy the **Insured** must have no other weekly benefits insurance in force except as declared to and accepted by the **Insurer** during the **Period of Insurance**.

8 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.

9 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.

10 Policy Age Limit

Unless otherwise agreed by the **Insurer** and specifically noted in this Policy no person under the age of 18 or aged 75 or over in respect of this Policy at commencement of the **Period of Insurance** will be covered by this Policy.

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.

This policy does not cover:

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

- 1 any **Insured** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind.
- 2 the **Insured**
 - a taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for the **Insured'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 post traumatic stress disorder or any psychological or psychological or psychiatric condition
- 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.
- 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 any claim arising out of or consequent upon travel to Afghanistan, Iraq, Ivory Coast, Somalia or Chechnya unless agreed in writing by the **Insurer**.
- 7 any claim under this Policy in respect of:
 - a any **Benefit** during the **Excess Period**
 - b sickness or disease (with the exception of **Associated Illness**)
 - c engaging in air travel as aircraft crew of any kind or carrying out any trade or technical operation whilst an aircraft is in flight
- 8 any nuclear, chemical or biological **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**.

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

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. For compulsory insurance you may be entitled to compensation up to 100% of the claim. For all other types of insurance you may be entitled to compensation of up to £2,000 for the first part of the claim and 90% of the remainder of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Making a Claim

In the event of a claim, please contact Finch Commercial Insurance Brokers on 0870 380 0200 and quote your policy number

or

A&H Claims Unit
Allianz Insurance plc
PO Box 5525
Milton Keynes
Buckinghamshire
MK9 2XR
Tel: 0845 0710 335
Fax: 01483 790726

Arranged by:



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