

Allianz Insurance plc

Terrorism cover for employers purchasing the Construction Project All Risks policy

Policy Details



Allianz 

Contents

Cover – Terrorism	2
Limit of Liability	2
Definitions	3
Exclusions	5
Special Conditions	6
Complaints Procedure	7
Financial Services Compensation Scheme	7
Data Protection	8
Notifying a Claim	9

Thank you for choosing
Allianz Engineering.

Our technical expertise built over many years of providing engineering insurance and inspection products and services means you can trust us to be there when you need us.

If you need further details or have any questions, your broker or local Allianz Engineering branch will be delighted to help. Alternatively help and guidance can be obtained from:

Allianz Engineering
Head Office
Haslemere Road
Liphook
Hampshire
GU30 7UN
UK

Important

The insurance cover provided by this Policy runs concurrently with a General Cover Policy. This insurance will be varied by clauses printed in the General Cover Policy Schedule.

Please read both the Policy and Schedule to make sure that you have the insurance cover and Inspection Service required.



Terrorism Policy

Allianz Engineering (referred to as ‘the Insurers’ or ‘the Insurer’) will indemnify or otherwise compensate the Insured named in the Schedule (referred to as the ‘Insured’) in accordance with and subject to the terms and conditions of this insurance.

Your insurance policy is made up of this Policy including all Exclusions Extensions and Conditions the Schedule and the proposal which you made to the Insurers prior to taking out this cover. These documents shall be read together as one contract.

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

Please read all the pages of this Policy and Schedule carefully to ensure that your insurance requirements are met.

For Allianz Engineering

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

Jonathan Dye
Chief Executive

**Allianz Engineering is a trading name used
by Allianz Insurance plc**

Cover

The Insurers will indemnify the Insured for

- a** Damage
- b** Consequential Loss

Occasioned by or happening through or in consequence of an Act of Terrorism within the Territorial Limits defined herein.

Provided always that the insurance by this Policy:

- a** is subject to all the terms and conditions of the General Cover Policy except:
 - i** the General Exclusions applying to Cover One Cover Two Cover Three and Cover Four numbered **8** and **9** and
 - ii** General Exclusions applying to the Policy numbered **1 2** and **3**
 - iii** where expressly varied within this Policy.
- b** is subject to a maximum Period of Insurance of twelve (12) months from inception or renewal.
- c** runs concurrently with a General Cover Policy.

Limit of Liability

The liability of the Insurers under this Policy in respect of any one Event and in the aggregate in any one Period of Insurance shall not exceed:

- a** the amount shown as the Limit of Liability in the Policy Schedule
- or
- b** the amount shown as the Limit of Liability in the General Cover Policy

whichever is less.

Any provision for the automatic reinstatement of Limits of Liability sums insured or any one accident limit in the General Cover Policy shall not apply to this Policy.

Definitions

Territorial Limits

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor Northern Ireland the Isle of Man or the Channel Islands.

Any extension of the Insured Property or Locations provided by the General Cover Policy to situations outside these Territorial Limits does not apply to this Policy.

Act of Terrorism

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

General Cover Policy

Cover One Cover Two Cover Three and Cover Four of the Construction Project All Risks Policy specified in the Equipment Schedule to this Policy.

Schedule

The Equipment and Policy Schedules.

Event

All individual losses arising in respect of a continuous period of seventy two (72) hours of which the proximate cause is the same Act of Terrorism. The date and time that any such period of seventy two (72) hours shall commence will be set by the Insurers.

Insured Property

Property described in the Equipment Schedule to the General Cover Policy.

Damage

Damage to Insured Property as defined and insured by the General Cover Policy specified in the Schedule.

Consequential Loss

Advanced Business Interruption Cover Options or other insured cost as defined and insured by Cover Four of the General Cover Policy and specified in the Schedule.

Definitions *continued*

Virus or Similar Mechanism

Program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving selfreplication or not. The definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs.

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether the property of the Insured or not.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for

- 1 the production or use of atomic energy
- 2 the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations

or

- 3 the storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor

Any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception.

Policy

The contract of insurance formed of the Policy wording Schedule and any proposal made by the Insured or on its behalf to the Insurers (whether or not such proposal is recorded in writing).

Exclusions

This Policy does not cover

1 Digital and Cyber Risks

any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from or consisting of

- a** the alteration modification distortion corruption of or Damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software)

or

- b** any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item

whether the property of the Insured or not where such Damage is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack;

or

any consequential Loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack.

2 Riot Civil Commotion and War

any losses occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

3 Excluded Cover

any losses occurring under Cover Five – Public Liability and Cover Six – Contractors JCT 6.5.1 of the General Cover Policy.

4 Excluded Property

any losses in respect of:

- a** any Nuclear Installation or Nuclear Reactor.
- b** any property insured by any form of Transit Aviation Marine Motor Insurance policy reinsurance policy or agreement whether such policy or agreement includes cover for an Act of Terrorism or not.
- c** any other type of property specifically excluded within the General Cover Policy.
- d** bankers blanket bond.

Special Conditions

1 Burden of Proof

In any action suit or other proceedings where the Insurers allege that any Damage or Consequential Loss resulting from Damage is not covered by this Policy the burden of proving that such damage or loss is covered shall be upon the Insured.

2 Long Term Undertaking

Any Long Term Agreement or Undertaking entered into by the Insured under the General Cover Policy does not apply to this Policy.

3 Law and Language Applicable

Unless the Insurers agree otherwise:

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

4 Adjustments of Premium

Any terms or conditions in the General Cover Policy which provide for adjustments of premium do not apply to this Policy.

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 Engineering, Head Office
Haslemere Road, Liphook, Hampshire, GU30 7UN

Telephone: 01428 722407
Fax: 01428 724824
Email: customer.satisfaction@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 0234567 or 0300 1239123
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: customer.satisfaction@allianz.co.uk.

Alternatively, you can contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme

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

You (the Insured) may be entitled to compensation from the FSCS if we (the Insurers) are unable to meet our liabilities. Further information about compensation scheme arrangements is available at www.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 (the Insured) have provided or which are supplied by third parties including 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 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.

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 personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager, Allianz Insurance plc, Haslemere Road, Liphook, Hampshire, GU30 7UN.

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.

Notifying a Claim

Claims under this Policy should be notified to the Insurers in accordance with the Claims Conditions of the Policy at the following Allianz office.

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

Allianz Engineering
Claims Department
Haslemere Road
Liphook
Hampshire
GU30 7UN

Tel: 01483 265825

Email: claims@allianzengineering.co.uk

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

www.allianzengineering.co.uk

Allianz Insurance plc. Registered in England number 84638. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom. Allianz Insurance plc is a member of the Association of British Insurers. Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 121849

Allianz Engineering is a trading name used by Allianz plc.



ACEW2411_7_06.16

