

Allianz Insurance plc

# Computer

Policy Wording



**Allianz** 

# Contents

## Insurance

Definitions	2
Cover Options	4
Limit of Liability	4
Extensions	5
Reinstatement	8
Exclusions	9
General Exclusions	11
Special Conditions	13
General Conditions	14
Claims Conditions	17
Complaints Procedure	19
Financial Services Compensation Scheme	19
Data Protection Act	20
Notifying a Claim	20

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 may be varied by clauses printed in the Schedule.

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



# Computer

Allianz Insurance plc (referred to as ‘the Insurers’) 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 in return for the Insured having paid or agreed to pay the Insurance Premium for the Period of 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 Insurance plc

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 of the first name.

Jonathan Dye  
Chief Executive

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

# Definitions

## Territorial Limits

Great Britain Northern Ireland the Isle of Man and the Channel Islands.

## Premises

- a** Any building in the sole occupancy of the Insured or
- b** where the Insured is not the sole occupier the parts of the building occupied by them.

## Location

The addresses shown in the Schedule.

## Insured Property

Insured Property is limited to property belonging to the Insured or leased hired rented or licensed to the Insured.

## Computer Equipment

Equipment used for the electronic processing communication and storage of data consisting of:

### 1 Installed Computer Equipment

mainframes servers personal computers and other installed equipment including

- a** fixed discs interconnecting wiring and telecommunications equipment
- b** printers scanners and other peripheral computer equipment solely for use with other insured Installed Computer Equipment excluding equipment controlling any manufacturing process.

### 2 Portable Computer Equipment

equipment that is designed to be carried on or by a person consisting of

- a** laptops palmtops notebooks and tablet personal computers
- b** personal digital assistants and smartphones
- c** removable vehicle satellite navigation systems and digital cameras
- d** printers projectors broadband modems and other devices which connect to other Portable Computer Equipment

but excluding mobile devices where the sole or primary function of the item is to make/send and receive telephone calls and SMS messages.

## Auxiliary Equipment

Auxiliary equipment solely for use with Computer Equipment comprising temperature and environmental control equipment power supply voltage regulation and protective devices.

## Computer Media

- a** data carrying materials of all types
- b** software programs or data.

other than paper records or paper licences.

## Indemnity Period

The period during which the additional expenditure is incurred beginning immediately following an Accident and continuing for a period no longer than the Indemnity Period shown in the Schedule.

# Definitions *continued*

## Accident

- a** Loss of or damage to Insured Property under Cover One or Two **a** of this Policy.
- b** The failure of any telecommunications system used in connection with the Insured Property caused by accidental physical damage occurring within the Territorial Limits.
- c** The accidental failure or fluctuation of the supply of electricity to the Insured Property.
- d** Denial of access to or use of the Insured Property by the Insured due to
  - i** loss of or damage to other property at or in the vicinity of the Location shown in the Schedule or
  - ii** the exercise by any public or Police authority of its powers for the sole purpose of safeguarding life or property.
- e** Corruption.

## Corruption

Loss distortion corruption or erasure of software programs or data forming part of Computer Media.

## 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 self replication or not. This includes but is not limited to viruses trojan horses worms and logic bombs.

## Hacking

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

## Maintenance Agreement

A maintenance rental hire or lease agreement providing at an inclusive cost on-call remedial maintenance with free repair or replacement in the event of breakdown arising out of normal use.

## Period of Insurance

Period from the effective date to the renewal date as shown in the Schedule.

## Policy

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

# Cover Options

## Cover One

### Material Damage

Loss of or damage to Computer Equipment or Auxiliary Equipment while at any Location shown in the Schedule within the Territorial Limits.

## Cover Two

### Computer Media

- a** Loss of or damage to data carrying materials
- b** The cost necessarily and reasonably incurred by the Insured in
  - i** recompilation of software programs or data from other records
  - ii** repurchase of proprietary softwarefollowing Corruption

anywhere in the World.

## Cover Three

### Additional Expenditure

Additional expenditure necessarily and reasonably incurred by the Insured during the Indemnity Period to prevent or minimise interruption of or interference with the operations of the Business carried out by the Computer Equipment in consequence of an Accident which occurs during the Period of Insurance.

# Limit of Liability

The liability of the Insurers under this Policy shall not exceed

- a** the Limit of Liability shown in the Schedule and in addition
- b** any amounts shown in the Extensions

in respect of any one Accident or series of Accidents arising from one occurrence of loss or damage.

# Extensions

## This Policy is extended to cover

### 1 Transit

- a** Computer Equipment
- b** Auxiliary Equipment

insured under Cover One anywhere in the World.

Provided that the liability of the Insurers shall not exceed

- i** £100,000 while in or while in transit between countries belonging to the European Union or the European Free Trade Association including the Isle of Man and the Channel Islands
- ii** £50,000 while at any other situation in the World.

### 2 Debris Removal

the cost necessarily and reasonably incurred by the Insured in

- a** removing debris
- b** dismantling and/or demolishing
- c** shoring up propping and/or protecting

following damage insured by Cover One.

Provided that

- i** this Extension excludes cost associated with complying with The Waste Electrical and Electronic Equipment (WEEE) Regulations 2006 including any subsequent amendments and revisions
- ii** the liability of the Insurers shall not exceed £50,000.

### 3 Expediting Cost

the cost necessarily and reasonably incurred by the Insured with the consent of the Insurers in making temporary repairs to and/or the expediting of the repair reinstatement or replacement of the Insured Property following loss or damage insured by this Policy.

Provided that the liability of the Insurers shall not exceed £50,000.

### 4 Investigation Cost

the cost (including the cost of consultants fees) incurred with the prior consent of the Insurers in conducting investigations and tests in respect of possible repair or replacement options following loss or damage insured by Cover One.

Provided that the liability of the Insurers shall not exceed £50,000.

### 5 Additional Equipment

additional items of Computer Equipment or Auxiliary Equipment

- a** belonging to the Insured or leased hired rented or licensed to the Insured
- b** on loan or trial for a continuous period not exceeding three months during the Period of Insurance.

Provided that

- i** the value of equipment covered under this extension shall not exceed 25% (twenty five percent) of the amount shown in the Schedule under Cover One or £350,000 whichever is less
- ii** so far as the Insured is aware the additional equipment is free from any material defect
- iii** the value of the equipment is included in the next declaration in accordance with Special Condition 2.

### 6 Damage to Security Devices

the cost incurred in repairing or replacing

- a** security devices for the physical protection of the Computer Equipment
- b** any table desk or trolley or other working surface to which entrapment devices and lockdown plates have been secured

lost or damaged by theft or attempted theft insured under Cover One of this Policy.

Provided that

- i** the liability of the Insurers shall not exceed £50,000 or 10% (ten percent) of the Cover One Limit of Liability whichever is less
- ii** the security devices were installed as a measure taken to directly protect the Insured Property.

# Extensions *continued*

## This Policy is extended to cover

### 7 Security Guard Cost

the additional cost incurred in employing temporary professional security guards following an insured loss at a Location by theft or malicious damage (including arson) under Cover One of this Policy.

Provided that

- a** the agreement of the Insurers has been obtained for employment of security guards for more than four days
- b** the Insurers are satisfied that the employment of guards is necessary solely for the protection of Insured Property
- c** the liability of the Insurers shall not exceed £10,000.

### 8 Additional Lease or Rental Cost

the cost of additional lease or rental charges arising out of the replacement of a lease or rental agreement in respect of the Computer Equipment by a new agreement for similar equipment in consequence of loss or damage insured under Cover One.

Provided that

- a** the period in respect of which additional charges shall be paid shall commence immediately after the occurrence of loss or damage and shall end not more than two years later or on expiry of the original agreement whichever is earlier and
- b** the liability of the Insurers shall not exceed £50,000.

### 9 Avoidance of Impending Damage

the cost incurred by the Insured in taking exceptional measures that are reasonable to avoid or reduce impending loss or damage which would have resulted in a claim under this Policy.

Provided that

- a** the impending loss or damage did not arise from any defect in the Insured Property
- b** the impending loss or damage did not arise from a reasonably foreseeable cause
- c** the loss or damage would have been the natural outcome to be expected in the absence of the measures taken
- d** the Insurers are satisfied that loss or damage which would have been insured under this Policy has been avoided or reduced in consequence of the measures taken
- e** the liability of the Insurers shall not exceed the cost which would have been incurred had the measures not been taken and loss or damage insured by this Policy had occurred.

### 10 Accountants Fees

professional accountants fees necessarily and reasonably incurred by the Insured for producing particulars and any other proofs information or evidence required by the Insurers in connection with additional expenditure for which indemnity is provided under Cover Three and certifying that the particulars and details are in accordance with the Insureds' books of accounts or other business books.

Provided that the liability of the Insurers shall not exceed £50,000.

### 11 Incompatibility of Computer Media

the cost of

- a** modification of Computer Equipment or
- b** the replacement restoration or recompilation of Computer Media

whichever is the lesser cost to achieve compatibility in the event that the indemnifiable loss of or damage to Computer Equipment has resulted in undamaged Computer Media being unavoidably incompatible with replacement equipment.

Provided that the liability of the Insurers shall not exceed £50,000.



# Extensions *continued*

## This Policy is extended to cover

### 12 Research and Development Cost

the cost of re-writing any data processing research or development project (including the cost of recollection of data and digital images that do not exist in other records) following an Accident insured under Cover Two to the stage reached immediately prior to the occurrence of the Accident but excluding any benefit to the Insured which would have been obtained from the completion of the project had the Accident not occurred.

Provided that

- a** the liability of the Insurers shall not exceed 20% (twenty percent) of the Cover Two Limit of Liability or £25,000 whichever is less
- b** Special Condition 1 of this Policy is complied with in full.

### 13 Payments on Account

payments as agreed between the Insured and the Insurers in advance of final settlement of a claim under this Policy where the Insurers have admitted liability.

### 14 Recharging of Gas Reservoirs

the cost of recharging gas reservoirs installed solely for the protection of the Insured Property following accidental discharge.

Provided that the liability of the Insurers shall not exceed £50,000.

### 15 Loss of Interest

Loss of Interest during the Indemnity Period solely in consequence of the occurrence of an Accident during the Period of Insurance.

Provided that

- a** Cover Three is insured
- b** the liability of the Insurers in respect of any one Period of Insurance shall not exceed 10% (ten percent) of the Limit of Liability shown in the Schedule under Cover Three
- c** Loss of Interest relates solely to identifiable transactions carried out or would but for the Accident have been carried out by the Computer Equipment.

#### Definition

Loss of Interest means interest that the Insured

- i** would have earned on money that would have been received and/or
  - ii** would not have incurred
- had the Accident not occurred.

### 16 Waste Disposal Cost

the cost necessarily and reasonably incurred with the consent of the Insurers in complying with The Waste Electrical and Electronic Equipment (WEEE) Regulations 2006 including any subsequent amendments and revisions following loss or damage insured under Cover One.

Provided that

- a** the Insurers are satisfied that the Insured is liable for the cost of disposal
- b** the Insured provide a copy of the certificate evidencing disposal
- c** the Insurers consent has been gained to dispose of the Computer Equipment or Auxiliary Equipment
- d** the liability of the Insurers for the cost of disposal shall not exceed £25,000.

# Reinstatement

The amount payable under Cover One of this Policy shall be the cost of reinstatement of Insured Property lost or damaged to its condition when new.

Provided that

- a** reinstatement shall mean
  - i** replacement of any item lost or damaged beyond repair by new property of equal performance and/or capacity or if this is not possible its replacement by new property having the nearest higher performance and/or capacity to the item lost or damaged or
  - ii** repair of any item otherwise damaged
- b** reinstatement shall be carried out without delay and in the most economical manner
- c** where any Insured Property is damaged or lost in part only the liability of the Insurers shall not exceed the cost of reinstatement had it been wholly lost
- d** no payment shall be made until reinstatement has been carried out
- e** the amount payable under this clause shall not exceed the new replacement value of the Insured Property lost or damaged
- f** if reinstatement is not carried out the amount payable shall be the cost of indemnifying the Insured provided that such cost does not exceed the cost of reinstatement.

# Exclusions

## This Policy does not cover

### 1 Excess

the amount stated in the Schedule as the Excess in respect of each and every occurrence for which the Insured is indemnified by this Policy.

### 2 Breakdown or Derangement

loss of or damage to any item of Installed Computer Equipment (other than desk top personal computers) and Auxiliary Equipment caused by its own breakdown or derangement unless there is in force a Maintenance Agreement.

### 3 Exclusion Period If No Maintenance or Other Agreement

additional expenditure incurred during the first 48 hours following the occurrence of an Accident to any item of Insured Property for which a Maintenance Agreement is not in force.

### 4 Guarantee or Maintenance Agreement

loss or damage recoverable under any guarantee or Maintenance Agreement.

### 5 Electricity Supply

additional expenditure in consequence of a failure or fluctuation of the supply of electricity directly or indirectly due to

- a** a deliberate act not performed for the sole purpose of safeguarding life or protecting any part of the supply system
- b** a scheme of rationing not necessitated by accidental damage to the generating or supply distribution equipment
- c** the inability of the supplier to maintain the supply system due to industrial action.

### 6 Telecommunications Systems

additional expenditure in consequence of a failure of any telecommunications system directly or indirectly due to

- a** the use by the Insured of equipment which is not approved by the telecommunications supplier
- b** failure of any satellite before it has obtained its full operating function or when it is in or past the final year of its design life
- c** atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite
- d** the deliberate act of any telecommunications supplier to withhold or restrict operation of the system or the inability of the supplier to maintain the system due to industrial action.

### 7 Unproven Software

any cost incurred in consequence of the use by the Insured of software programs on which development has not been finalised or which has not passed all testing procedures and has not been successfully proven.

### 8 Incorrect Storage of Computer Media

cost incurred in consequence of the failure of the Insured to comply with the manufacturers' recommendations relating to the storage of Computer Media.

### 9 Time Limitation

additional expenditure commencing more than 12 months after the date on which the Accident occurred.

### 10 Wear and Tear or Gradual Deterioration

the cost of rectification of wear and tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidation.

### 11 Value of Data

the value to the Insured of data stored on Insured Property.

# Exclusions *continued*

## This Policy does not cover

### 12 Property in Unattended Vehicle

loss damage cost or additional expenditure due to theft or attempted theft while the Insured Property is in an unattended vehicle unless

- a** the doors of the vehicle are locked and all its windows and other openings are fully closed and properly fastened
- b** the vehicle is in a locked garage or compound overnight
- c** the Insured Property is concealed from view
  - i** in a locked boot or covered luggage compartment in a motor car or
  - ii** in an enclosed luggage area of a van or lorry
- d** any alarm system fitted to the vehicle is activated.

### 13 Programming Errors or Design Defects

the cost of rectifying programming errors or design defects in software and any additional expenditure in consequence of such errors or defects.

This Exclusion shall not apply to additional expenditure consequent on Corruption of other software caused by programming errors or design defects in any proprietary software.

### 14 Inventory Losses or Unidentifiable Occurrence

loss of the Insured Property cost or any additional expenditure in consequence of

- a** disappearance or shortage only revealed when an inventory is made or
- b** the Insured Property being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been the subject of notification under the terms of the Claims Conditions including reporting the matter to the Police.

### 15 Other Consequential Loss

liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or any other form of consequential loss or damage not specifically provided for in this Policy.

### 16 Scratching

scratching of painted or polished surfaces unless accompanied by other indemnifiable damage to the item.

# General Exclusions

**This Policy does not cover loss damage cost or additional expenditure consisting of or in consequence of**

## 1 War and Kindred Risks

- a** loss damage or Corruption directly or indirectly caused by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power confiscation nationalisation or requisition or destruction of or damage to property by order of the Government Public Municipal or Local Authority.
- b** in the case of Insured Property outside Great Britain Northern Ireland the Isle of Man and the Channel Islands loss damage or Corruption directly or indirectly caused by warlike operations mutiny conspiracy martial law state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege riot civil commotion strike lock-out persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.

## 2 Radioactive Contamination

loss damage or Corruption directly or indirectly caused by or contributed to by or arising from

- a** ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or 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
- c** any weapon or other device utilising radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction.

## 3 Pollution or Contamination

loss damage or Corruption directly or indirectly caused by or contributed to by or arising from pollution or contamination.

This Exclusion shall not apply to cost arising from pollution or contamination of Insured Property caused directly by an occurrence which is insured by this Policy.

## 4 Terrorism

loss damage or Corruption directly or indirectly caused by resulting from or in connection with

- a** in respect of England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987:
  - i** any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - ii** any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

In respect of **a** above an act of Terrorism means:

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.

- b** in respect of territories other than those stated in **a** above:
  - i** any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - ii** any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism
  - iii** riot or civil commotion in Northern Ireland

In respect of **b** above an act of Terrorism means:

Any 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 or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

In any action suit or other proceedings where the Insurers allege that by reason of this Exclusion any loss damage or liability is not covered by this Policy (or is covered only up to a specified Limit of Liability) the burden of proving the contrary shall be on the Insured.

In the event any part of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

# General Exclusions *continued*

**This Policy does not cover loss damage cost or additional expenditure consisting of or in consequence of**

## 5 E Risks

loss damage or Corruption directly or indirectly caused by or occasioned by or arising from or in consequence of Virus or Similar Mechanism or Hacking.

## 6 Computer Date Recognition

loss damage or Corruption directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Insured or not

- a** correctly to recognise any date as its true calendar date
- b** to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c** to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but this Exclusion shall not apply to subsequent loss or damage arising from or caused by fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal which would but for the application of this Exclusion be insured by this Policy.

# Special Conditions

## 1 Duplicate Records

The Insured shall

- a** back up data records and update the records no less frequently than once every seven days
- b** where possible maintain up to date duplicate copies of software programs
- c** store back up data records and up to date duplicate software programs away from the building where the original software programs and data is held
- d** observe the manufacturer's and/or supplier's recommendations for the storage verification and security of Computer Media.

## 2 Declaration

Within one month of expiry of each Period of Insurance the Insured shall supply details of

- a** the new replacement value of
  - i** Installed Computer Equipment
  - ii** Portable Computer Equipment
  - iii** Auxiliary Equipment
- b** the total cost of replacement or recompilation of Computer Media
- c** Locations where Insured Property will be situated.

## 3 Physical Security Standard

The liability of the Insurers in respect of loss damage cost or additional expenditure caused by theft or attempted theft from any Location shown in the Schedule is conditional on

### Doors

all doors that provide access solely to parts of the Location occupied by the Insured being secured out of normal working hours as follows

- a** aluminium doors must be fitted with a cylinder mortise deadlock
- b** armour plate doors must be fitted with the locks supplied by the manufacturer
- c** doors less than 4.5 cms thick must be fitted with a deadlocking rimlatch
- d** other single leaf doors must be fitted with mortise deadlock and boxed striking plate conforming to the British Standard Thief Resistant Locks BS3621 including any subsequent amendments and revisions
- e** the standing leaf of double leaf doors must be fitted with bolts top and bottom and the other leaf fitted with a lock appropriate to the construction of the door as specified above.

### Windows

all external opening ground floor windows and other windows accessible from decks fire escapes or downpipes being fitted and secured out of normal working hours with key operated window locks.

Any door or window officially designated a fire exit by the fire authority is excluded from these requirements.

# General Conditions

## 1 Survey and Risk Improvement – Subjectivity Condition

It is a Condition of this Policy that

- a** the Insurers have the right to carry out a survey of the risks insured at any time mutually agreed with the Insured
- b** the Insured shall comply with all survey risk requirements stipulated by the Insurers within the completion time scales specified by the Insurers.

In the event that a risk requirement is not completed or risk requirement procedures are not introduced within the completion time scales specified by the Insurers then the Insurers reserve the right to either continue cover subject to alteration of the terms and Conditions of such cover or to suspend cover effective from the expiry of any time period specified by the Insurers for completion/ introduction of the required survey risk improvements until such risk requirement is completed or risk requirement procedures introduced.

If the terms or Conditions of cover are amended by the Insurers then the Insured will have fourteen (14) calendar days to accept or reject the revised basis of cover.

If the Insured elect to reject the revised basis of cover then the Insured will be entitled to a refund of premium provided that no claim has been made during the current Period of Insurance.

If the Insurers exercise the right to suspend cover then the Insured will be entitled to a refund of premium in respect of such period that cover is suspended provided that no claim has been made during the current Period of Insurance.

All other terms and Conditions of this Policy shall apply to the extent that they are not in conflict with this Condition.

## 2 Observance of Policy Terms

The liability of the Insurers will be conditional on the Insured complying and as appropriate any other person entitled to indemnity complying as though they were the Insured with the terms of this Policy.

## 3 Fair Presentation of the Risk

- a** The Insured must make a fair presentation of the risk to the Insurers at inception renewal and variation of the Policy.
- b** The Insurers 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 Insurers would not have issued the Policy.

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

- c** If the Insurers 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 Insurers may instead
  - i** reduce proportionately the amount paid or payable on any claim the proportion for which the Insurers are liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurers 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 Insurers would have imposed had the Insured made a fair presentation.

For the purposes of this clause references to

- 1** 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)
- 2** refunds of premium should be treated as refunds of premium back to the inception date renewal date or variation date as the context requires
- 3** issuing a Policy should be treated as references to issuing the Policy at inception renewing or varying the Policy as the context requires.



# General Conditions *continued*

## 4 Alteration In Risk

The Insured must notify the Insurers as soon as possible if during the Period of Insurance

- a** the business is wound up or carried on by a liquidator or receiver or permanently discontinued
- b** the interest of the Insured ceases other than by death
- c** there is any alteration to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by the Insured to the Insurers at inception renewal or variation of the Policy which materially increases the risk of loss damage cost or additional expenditure.

Upon being notified of any such alteration the Insurers may at their absolute discretion

- i** continue to provide cover under this Policy on the same terms
- ii** restrict the cover provided under this Policy
- iii** impose additional terms
- iv** alter the premium
- v** cancel the Policy.

If the Insured fails to notify the Insurers of any material alteration of the risk the Insurers may

- 1** treat the Policy as if it had come to an end as at the date of the alteration of the risk returning a proportionate amount of the premium for the unexpired Period of Insurance if the Insurers would have cancelled the Policy had they known of the increase in risk
- 2** treat the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Insurers would have applied had they known of the increase in risk
- 3** reduce proportionately the amount paid or payable on any claim the proportion for which the Insurers are liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurers would have charged had they known of the increase in risk.

## 5 Reasonable Precautions

It is a condition precedent to the liability of the Insurers that

- a** the Insured shall take all reasonable precautions to safeguard the Insured Property against loss or damage and
- b** the Insured shall maintain the Insured Property in an efficient condition and take all reasonable steps to ensure that all Government and other regulations relating to the operation and use of the Insured Property are observed.

## 6 Cancellation

Other than where Claims Condition **3** applies the Insurers may cancel this Policy by giving the Insured thirty (30) calendar days notice in writing 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 the Insured fourteen (14) calendar days notice in writing at their last known address.

## 7 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.

## 8 Assignment

The Insured shall not assign any of the rights or benefits under 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.

# General Conditions *continued*

## 9 Condition Precedents

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 Insurers will not pay for any claim except that where the condition concerned

- a** operates only in connection with particular premises or Locations the Insurers 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 Insurers 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 loss damage cost or additional expenditure which occurred
- c** would if complied with tend to reduce particular types of loss damage cost or additional expenditure or as the context may require liability the Insurers 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 loss damage cost or additional expenditure which occurred.

# Claims Conditions

## 1 Claims Procedures

In the event of any occurrence giving rise or likely to give rise to a claim under this Policy it is a condition precedent to the liability of the Insurers that the Insured shall

- a** at their own expense deliver to the Insurer
  - i** within thirty (30) calendar days after such occurrence (seven (7) calendar days in the case of loss or damage by riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons or theft) or such further time as the Insurer may allow in writing
    - 1** full information in writing of the Insured Property and the amount of loss or damage
    - 2** details of any other insurances on the Insured Property covered by this Policy
  - ii** all such proof and information relating to the claim as may reasonably be required
  - iii** if required a statutory declaration of the truth of the claim and of any matters connected with it
- b** preserve any damaged or defective Insured Property for inspection by representatives of the Insurers
- c** in the case of Insured Property lost stolen or wilfully damaged take all steps (including immediate notification to the Police) to discover any guilty person and recover the property
- d** carry out and permit to be taken any reasonable action to prevent further loss damage cost or additional expenditure
- e** in the case of any claim made against the Insured by any third party forward every claim writ or other document immediately and unacknowledged to the Insurers
- f** not pay or offer or agree to pay any money or make any admission of liability without the prior consent of the Insurers
- g** furnish at their own expense all particulars and information as the Insurers require
- h** allow the Insurers in the name of and on behalf of the Insured to take over and during such periods as they think proper to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and its settlement and the Insured shall give the Insurers all necessary assistance for that purpose.

## 2 Options for Claims Settlement

- a** The Insurers may at their option repair reinstate or replace what is lost or damaged or pay for the loss or damage in money.

If any Insured Property is to be reinstated or replaced by the Insurers the Insured shall at their own expense provide all such plans documents books and information as may reasonably be required.

The Insurers shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner.

- b** The Insurers shall not be liable for the cost of any repairs undertaken without their written consent except in urgent cases where it has been necessary to put minor repairs in hand.

Provided that

- i** the requirements of Claims Conditions **1** and **5** have been complied with and
- ii** the repairs are carried out to the satisfaction of the Insurers.
- c** Where loss or damage is confined to a part of a machine or structure the Insurers shall be liable for the value of that part plus the cost of any necessary dismantling and erection for which the Insured is responsible.
- d** The Insured shall not be entitled to abandon any property to the Insurers whether taken into the possession of the Insurers or not.

# Claims Conditions *continued*

## 3 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) or
- d** makes a claim for loss or damage which the Insured or anyone acting on the Insured's behalf deliberately caused

the Insurers will

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

The Insurers may also notify the Insured that they 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

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

## 4 Other Insurance

The Insurers will not indemnify the Insured in respect of loss damage cost or additional expenditure which is insured by or would but for the existence of this Policy be insured by any other policy except in respect of any excess beyond the amount payable under the other policy or which would have been payable under the other policy had this insurance not been effected.

## 5 Subrogation

Any claimant under this Policy shall at the request and expense of the Insurers take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Insurers.

## 6 Arbitration

If any difference arises as to the amount to be paid under this Policy such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions

Where any difference is by this Condition to be referred to arbitration the making of the award shall be a condition precedent to any right of action against the Insurers.

## 7 Waiver of Subrogation Rights

Notwithstanding Claims Condition **5** of this Policy the Insurers agree to waive any rights against any parent company and/or subsidiary company whose activities are conducted and/or managed by the Insured in whole or in part and/or any shared time users of the Computer Equipment arising out of any payment made under this Policy.

Provided that

- a** the Insured does not receive any form of indemnity or damages or other compensation from such company and/or user and
- b** any such company and/or user shall as though they were the Insured observe fulfil and be subject to the terms limitations and Conditions of this Policy.

## 8 Average

If at the time of the loss or damage the sum representing 85% (eighty five percent) of the new replacement value of Insured Property under Cover One exceeds the sums declared by the Insured for the purpose of calculation of premium the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss or damage accordingly.

For the purpose of this Condition reference to the Insured Property shall not include additional property for which insurance is provided by Extension **5** Additional Equipment.

## Complaints Procedure

Allianz Insurance plc aim to get it right, first time, every time. If we (the Insurers) make a mistake we will try to put it right promptly.

We will always confirm to you (the Insured) 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 below:

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

**Tel:** 01428 722407

**Fax:** 01428 724824

**Email:** [customer.satisfaction@allianz.co.uk](mailto:customer.satisfaction@allianz.co.uk)

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

## Financial Services Compensation Scheme

Allianz 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](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

## Data Protection Act

Allianz Insurance plc together with other companies within the Allianz SE group of companies ('Allianz') may use the personal and business details you (the Insured) 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 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 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 the 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](mailto:claims@allianzengineering.co.uk)

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

## Allianz Engineering also provides the following covers:

### **Machinery**

All Machinery  
Machinery Movement  
Machinery Options  
Property Engineering

### **Contractors**

Contractors Plant  
Contractors All Risks  
Erection All Risks

### **Electronics**

Electronic Equipment

### **Consequential Loss**

Deterioration of Stock  
Machinery Business Interruption

[www.allianzengineering.co.uk](http://www.allianzengineering.co.uk)

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