

Policy Wording

Machinery Options

Inspection Contract and Insurance



Machinery Options Inspection Contract and Insurance policy wording

Contents

Thank you for choosing Allianz Insurance plc.

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 branch will be delighted to help. Alternatively help and guidance can be obtained from:

Allianz Insurance plc
PO Box 5291
Worthing
BN11 9TD



IMPORTANT

The insurance cover and Inspection Service provided by this Policy may be varied by clauses printed in the Schedule.

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

PART 1

Inspection Contract

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Refer to the Schedule, which confirms the Cover Options that are insured and includes any additional clauses applied to the Policy.

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Part 1

Inspection Contract

Please read this section if you selected to purchase Inspection Services. If you did not purchase Inspection Services, Part 1 is not relevant – please refer to Part 2 which contains the Machinery Options Insurance policy.

Allianz Engineering Inspection Services Limited (referred to as 'the Inspection Company') will carry out Inspections for the Client named in the Schedule in accordance with and subject to the terms of this Contract.

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

Inspection Service Definitions

The following words and expressions have been given the specific meaning set out below and shall have the same meaning wherever they appear in the Contract unless the context states otherwise:

Client

You, Your, The Customer, company, person(s) or other legal entity named in the Schedule.

Competent Person

The Inspection Company and/or any engineer surveyor, standards engineer, special service engineer, principal engineer or other such appropriately qualified person authorised and employed or contracted by the Inspection Company to perform the Inspection Service (as the context may require).

Contract

The Contract between the Client and the Inspection Company for the Inspection Service which includes these conditions together with the Schedule and (where agreed between the parties) any proposal made by the Client to the Inspection Company. In the event of any conflict between the Client's proposal and these conditions, these conditions shall prevail.

Contract Period

The period of the Contract shown in the Schedule.

Enforcing Authority

The regulatory body or organisation that is responsible for ensuring that the Health and Safety Law is enforced within the Territorial Limits.

Fee

The amount shown in the Schedule.

Force Majeure Event

An event outside the reasonable control of a party including without limitation: riot; civil unrest; military action or terrorism; damage to or destruction of premises, equipment or data; earthquake, storm, flood, or other natural disaster; severe weather; industrial action, strikes or lock-outs by employees of third parties; inability to obtain supplies of power, fuel, or transport; and/or exercise of emergency powers by any governmental authority whether national, regional or local.

Group

In relation to the Inspection Company, the Inspection Company, any subsidiary or any holding company from time to time of the Inspection Company, and any subsidiary from time to time of a holding company of the Inspection Company (with "subsidiary" and "holding company" defined as per section 1159 of the Companies Act 2006).

Health & Safety Law

The Health & Safety Law that is applicable in the relevant area within the Territorial Limits including Health and Safety at Work etc Act 1974.

Inspection

An examination or inspection of Plant or equipment on behalf of the Client of a type required by legislation or regulation (or as otherwise agreed between the Inspection Company and the Client). Certain regulations require thorough examinations to be undertaken whilst others require inspections. For the purpose of this Contract, the two expressions are synonymous and the generic expression used throughout is "Inspection".

Inspection Company

Us, We, Allianz Engineering Inspection Services Limited trading as Allianz Engineering.

Inspection Service Definitions (continued)

Inspection Service

An Inspection of Plant by a Competent Person and (where applicable) in accordance with the requirements of such statutory provisions as apply to the Plant and the provision of a report of the Inspection by electronic means.

Moved About Plant (MAP)

Any item of Plant that is not inspected at a permanent Site during an inspection cycle (the periodicity between inspections).

Normal Working Hours

8.00 am to 6.00 pm (including travel time) Monday to Friday excluding public bank and local holidays.

Plant

The machinery and equipment shown or summarised in the Schedule.

Schedule

The Schedule attached to these conditions and forming part of the Contract.

Sites

The locations shown in the Schedule.

Territorial Limits

Great Britain, Northern Ireland, The Isle of Man, the Channel Islands and the Republic of Ireland (to the extent only where the Inspection Company provide the Inspection Service to an office or branch of a UK domiciled Client).

The Contract

The Inspection Company shall during the Contract Period subject to earlier termination provide the Client with an Inspection Service for Plant within Normal Working Hours at the Sites within the Territorial Limits.

For the avoidance of doubt the Client acknowledges that:

- i Statutory regulations made under Health and Safety Law require the Client to have the Plant inspected. The provision of the Inspection Service does not relieve the Client of this responsibility. The Client acknowledges that it is their legal responsibility to have the Plant inspected in accordance with all applicable legislation including Health and Safety Law and the Inspection Company shall have no liability to the Client for any fines or other penalties incurred by the Client in this regard (including without limitation any fees for intervention levied against the Client by the Enforcing Authority);
- ii the Inspection Company may, if requested by the Client and without prejudice to the exclusion in **Clause iii 1**, provide a “Combined Report and Written Scheme of Examination” but only for a single item pressure system included within the Inspection Service. The Client must advise the Inspection Company immediately in writing of any changes or modifications to its single pressure system, its use and operation which occur between the date of this Contract and the issuance of the Written Scheme of Examination by the Inspection Company to the Client;
- iii the Inspection Service will not include any services not specifically detailed within the Contract including without limitation the following services (although such services may be available subject to additional charges and the conclusion of a separate agreement between the parties):
 - 1 preparation of a multi-item Written Scheme of Examination;
 - 2 tagging systems for Plant (Tagcheck);
 - 3 non destructive testing (NDT) of Plant;
 - 4 provision of a professional to give consultancy services to include but not be limited to advice, guidance and training;
 - 5 any inspections beyond the scope of the Client’s Schedule relating to this Contract;
 - 6 additional and/or one off Inspections of Plant; and
 - 7 Revisiting and reinspecting an item of Plant where the Inspection Company has identified that the item of Plant is a danger to persons;
- iv it is responsible (at its own cost) for the care, custody maintenance, repair and control of the Plant at all times;
- v the purpose of the Inspection Service is only to identify and assess defects in the workings of the Plant and where required by regulation the deterioration that affects the safety of the Plant, but not defects in existing designs or in any proposed design changes;
- vi it is solely the Client’s obligation to ensure that the design of its Plant and any part of it is fit for purpose and reasonably safe, both by:
 - 1 arranging such analysis of its design as may be found necessary; and
 - 2 promptly rectifying any design defects of which they are or ought to be aware, including:
 - a any design defects to which any Competent Person may, without obligation, draw attention; and/or
 - b by taking the Plant out of service until these matters have been attended to;

The Contract (continued)

- vii** unless agreed in writing between the Inspection Company and the Client, the Inspection Company will not undertake the approval or the verification of the fitness for purpose of any design or design features of the Plant or any part of the Plant and observations and recommendations made by the Competent Person on aspects of a design that affects safety, shall not imply that the Inspection Company accepts any responsibility for the fitness for purpose of the design;
- viii** unless agreed in writing between the Inspection Company and the Client, the Inspection Company shall not:
 - 1** carry out any witnessing of ultrasonic, radiographic or other tests of a non-routine nature or any proof load, load, stability, anchorage or similar tests; or
 - 2** specify, re-inspect, verify or approve repairs unless agreed in writing between the Inspection Company and the Client or unless required to do so by a regulation;
- ix** the Inspection Company has and accepts no responsibility or liability for damage sustained to the Plant as a result of the failure of the Plant to withstand a test applied as part of the Inspection Service; and
- x** in providing the Inspection Service, the Inspection Company follows the SAFed Health and Safety Passport Scheme. Any requirement or request by the Client for the provision of the Inspection Service to meet the standards of any other passport or similar scheme shall be the subject of a separate, written agreement and may involve payment of an adjusted Fee including but not limited to Disclosure and Barring Service (DBS) checks; supply chain assessments; Safety Assessment Schemes.

Inspection Service Conditions

1 The Inspection Company shall:

- 1.1** carry out the Inspection Service with all due care in a safe manner;
- 1.2** comply with the Client's safe systems of work as agreed with the Competent Person;
- 1.3** provide the Inspection Service within Normal Working Hours;
- 1.4** give the Client reasonable prior notice of its intention to attend Sites and where applicable, advise the Client of the need to prepare the Plant for Inspection; and
- 1.5** produce a report, containing the particulars as required by the relevant Health and Safety Law and regulations, as soon as is reasonably practicable and in any event not later than fourteen (14) calendar days following completion of an Inspection.

2 The Inspection Company:

- 2.1** may appoint contractors to carry out the whole or any part of the Inspection Service, provided that it uses appropriately qualified and accredited contractors and remains responsible at all times for their acts and omissions;
- 2.2** may decline to carry out an Inspection if:
 - i** in its opinion, to do so would pose a risk to the health, safety or welfare of the Competent Person or to the Client or to any other person who may be affected; including but not limited to where there is no responsible person on site who can advise of any event (planned or unplanned) or in the event of an emergency, can initiate emergency procedures; or

- ii** the Client or any employee, agent, contractor or other such person associated with the Client behaves in a threatening or abusive manner towards the Competent Person or any other employee, agent or contractor of the Inspection Company (and any such threatening or abusive behaviour shall constitute a material breach of the Contract on the part of the Client for the purpose of **Clause 5.3 i**);

2.3 will make a charge in addition to the Fee shown in the Schedule if:

- i** the Client requests and the Inspection Company agrees to carry out an Inspection outside Normal Working Hours;
- ii** for safety reasons more than one Competent Person is necessary to carry out the Inspection;
- iii** the Client requires Inspection reports in paper form or requires a special reporting regime;
- iv** the Client requires the Inspection Company to use and/or interface with the Client's electronic systems (including without limitation any asset management system) in connection with provision of the Inspection Service;
- v** the Client requires the Competent Person to undertake induction sessions, training or to comply with permit to work or other risk assessment regimes or procedures specific to the Client's own health, safety and welfare procedures of which the Inspection Company was not made aware when the Contract was established or renewed;
- vi** the Client fails to prepare or make the Plant available to the Competent Person in accordance with these conditions on an agreed pre-appointed date and time;

Inspection Service Conditions (continued)

vii the Competent Person is delayed from commencing an Inspection by more than fifteen (15) minutes because the Client has failed to comply with their obligations under **Section 3** of this Contract; and/or

viii the Competent Person is delayed from leaving the Sites by more than fifteen (15) minutes because of the Client's requirements for services including but not limited to on-site meetings, verbal or written reports that are additional to the Contract.

3 The Client shall:

3.1 ensure that all documentation (including lists and/or details of Plant) provided to the Inspection Company is true, complete and accurate in all respects;

3.2 provide the Competent Person with:

i safe access to and egress from the Sites;

ii a safe working environment on the Sites;

iii a safe and suitable physical means by which to gain access to carry out the Inspection of the Plant e.g. ladders; scaffolding; mobile elevating working platform;

iv suitable rescue arrangements (including but not limited to standby men) should the Competent Person be required to work at heights and/or in confined spaces; and

v access to suitable welfare facilities and first aid arrangements.

3.3 properly prepare, clean, cool, decommission and dismantle the Plant as necessary to enable the Competent Person to carry out the Inspection;

3.4 reassemble the Plant following completion of the Inspection;

3.5 co-operate with and upon request provide the Competent Person with such information and data relating to the Plant as he requires to conduct the Inspection Service;

3.6 inform the Inspection Company if the Competent Person or other such person associated with the Inspection Company behaves in a threatening or abusive manner towards the Client or any other employee, agent or contractor of the Client;

3.7 provide the Inspection Company with a minimum of two (2) working days notice in writing of the intention to cancel or postpone a planned Inspection. When such notice is not provided, the Inspection Company shall be entitled to charge for its wasted costs and the cost of resources it is unable to reallocate;

3.8 notify the Inspection Company either on or before the renewal date of the Contract of its intention to renew such Contract. In the event that the Client decides to allow the Contract to lapse but fails to notify the Inspection Company prior to any Inspection Service being undertaken, the Client shall be liable to pay for the Inspection Company's fee in respect of such Inspection Service;

3.9 notify the Inspection Company in writing of any change to their contact details;

3.10 provide the Inspection Company with the location details in writing of any Moved About Plant at least ten (10) working days, prior to the Inspection due date; and

3.11 notify the Inspection Company in writing at least twenty-one (21) days prior to an Inspection of any identification or security requirements necessary for a Competent Person to gain access to the Site. Any data of the Competent Person obtained from such request shall not be kept by the Client longer than is strictly necessary.

Inspection Service Conditions (continued)

4 Fees

The Inspection Company and the Client agree that:

- 4.1** the Client, either itself or through their insurance broker, will pay the amount shown in the Schedule (the Fee) in cleared funds to a bank account nominated in writing by the Inspection Company within thirty (30) calendar days of the date of the Inspection Company's invoice or, if different, such period as is specified on the insurance broker's invoice;
- 4.2** the Fee is calculated on Plant as notified to the Inspection Company by the Client at the start of the Contract Period;
- 4.3** where the parties have agreed that an item of Plant will not have an Inspection at least annually, the Inspection Company may agree to apportion the Fee for the Inspection Services for that Plant over subsequent Contract Periods;
- 4.4** where the Plant is not made available by or on behalf of the Client in accordance with the terms of the Contract for an Inspection, the Inspection Company will issue a "Plant Not Available" notice and will seek to rearrange a time to carry out the Inspection. The Fees will remain payable in respect of the initial Inspection and additional Fees will be charged for any return visits required as a result of the Plant not being made available. The provisions of **Clause 9.4** will also apply;
- 4.5** the Fee may be adjusted after the Inspection is undertaken should:
 - i** the details of the Plant notified to the Inspection Company for the purposes of calculating the Fee differ from the Plant on Site requiring an Inspection Service; or
 - ii** anything beyond the reasonable control of the Inspection Company (including without limitation a change in applicable legislation) increase the cost to the Inspection Company of provision of the Inspection Service;
- 4.6** the Client may add or delete individual items of Plant from the categories of Plant shown in the Schedule during the Contract Period. The Client acknowledges that the Fee may be adjusted at any time to take account of such changes and the Client will pay or the Inspection Company will refund the difference between the Fee and the adjusted Fee as the case may be;
- 4.7** the Inspection Company will be entitled to charge reasonable expenses and disbursements incurred in performing the Inspections, including without limitation for work carried out outside of Normal Working Hours;
- 4.8** the Client must pay all undisputed invoices without any deduction, withholding, counterclaim or set-off;
- 4.9** the Inspection Company may set-off any amount owing to it by the Client against any amount it owes to the Client;
- 4.10** all Fees shall be subject to value added tax at the appropriate rate; and
- 4.11** if the Client disputes any item of an invoice, it must notify the Inspection Company in writing within twenty-one (21) calendar days of receipt of such invoice, after which time the invoice shall be deemed accepted.

Inspection Service Conditions (continued)

5 Termination of Contract

- 5.1** The Inspection Company may terminate the Contract on thirty (30) calendar days notice. If the Client has paid the Fee in full the Client shall be entitled to a refund of the Fees in respect of Inspections outstanding.
- 5.2** The Inspection Company may terminate the Contract with immediate effect should the Client breach (or the Inspection Company have reasonable grounds to suspect the Client is in breach of) any anti-bribery legislation including without limitation the Bribery Act 2010.
- 5.3** Either the Client or the Inspection Company may terminate the Contract with immediate effect by giving written notice to the other if the other:
- i** commits any material breach of the Contract and (where the breach is capable of remedy) fails to remedy the breach within thirty (30) calendar days after being required to do so;
 - ii** goes into liquidation, has a receiver, administrative receiver or similar office appointed over any of its assets, makes a voluntary arrangement with its creditors, becomes subject to an administration order, has an administrator appointed, or anything analogous to these events occurs in relation to the other party;
 - iii** in the case of an individual or partnership, the individual or individuals become(s) bankrupt; or
 - iv** has a change in control, which shall mean an event involving the transfer of more than fifty per cent (50%) of voting common stock.
- 5.4** In the event that the Client has a Long Term Undertaking (LTU) with the Inspection Company, the terms relating to such LTU will be set out in the Schedule.
- 5.5** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect following termination or expiry.
- 5.6** Following termination or expiry of the Contract:
- i** any Fees for work carried out up to the date of such termination or expiry will remain payable by the Client (including without limitation any additional charges payable in accordance with the terms of the Contract); and
 - ii** the Inspection Company will consider in good faith any request to assist with transfer of the Inspections to a new provider, provided that the Inspection Company may make reasonable charges for the provision of such assistance.
- 5.7** The Inspection Company may suspend the Contract without notice, if all, or part of the Fee is not paid in accordance with Inspection Service Condition 4.1, either until payment is made, or the Contract is terminated in accordance with its terms. It is the Client's responsibility to arrange Inspection(s) of Plant, or take the Plant out of service, and the Inspection Company will have no liability to the Client should the Plant become overdue for Inspection.
- 5.8** The Inspection Company may terminate the Contract on fourteen (14) calendar days' notice, if all, or part of the Fee is not paid in accordance with Inspection Service Condition 4.1. Any refund will be adjusted in accordance with any Fees already paid and/or any Inspections already completed. It is the Client's responsibility to arrange Inspection(s) of Plant, or take the Plant out of service, and the Inspection Company will have no liability to the Client should the Plant become overdue for Inspection.

Inspection Service Conditions (continued)

6 Anti-Bribery and Modern Slavery

6.1 Both parties:

- i shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 (regardless of where such activity, practice, or conduct is carried out);
- ii shall not offer or give, or agree to give, to any employee, agent, servant or representative of the other party any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Contract or any other contract, or for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any such contract;
- iii shall have in place adequate procedures designed to prevent persons employed by or associated with them from bribing another person;
- iv shall promptly report to the other party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Contract;
- v warrant that they have not paid commission or agreed to pay any commission to any employee or representative of the other party; and

- vi where a party or a party's employees, servants, sub-suppliers, suppliers or agents or anyone acting on the party's behalf, engages in conduct prohibited by this clause in relation to this or any other contract between the parties, the other party shall have the right to terminate this Agreement immediately and recover from the first party the amount of any loss suffered by that party resulting from such termination; or to recover in full from the first party any other loss sustained by that party in consequence of any breach of this clause, whether or not this Contract has been terminated.

- 6.2 Both parties shall comply with all applicable laws; regulations; codes and sanctions relating to anti-slavery including but not limited to the Modern Slavery Act 2015 and shall not engage in any activity, practice or conduct which could constitute an offence under the Modern Slavery Act 2015 (regardless of where such activity; practice or conduct is carried out).

Inspection Service Conditions (continued)

7 Confidentiality

7.1 Unless otherwise agreed, each party shall keep confidential the terms of the Contract and all information of a confidential nature that it may acquire in relation to the business or affairs of the other party (Confidential Information). Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under this Contract, unless otherwise required by law or the Confidential Information has entered the public domain other than through the fault of the party which received such Confidential Information. The obligations in this clause shall continue for a period of three (3) years from the date of expiry or termination of the Contract.

7.2 The Inspection Company shall in the case of:

- i** a merger between two (2) or more Clients or the purchase of one Client by another, make the Confidential Information available to all relevant parties subject to approval in writing from the principal Client or new owner or their appointed Agent;
- ii** a de-merger or sale where all parties remain Inspection Clients, make the Confidential Information available to all relevant parties subject to approval in writing from the organisation holding the original contractual rights.

7.3 The Inspection Company shall be entitled to:

- i** share Confidential Information with other members of its Group; and
- ii** retain a copy of any Confidential Information as required for regulatory purposes and/or to show evidence of compliance with this **Clause 7**.

8 Indemnity

The Client indemnifies and shall keep the Inspection Company indemnified in respect of any claims of any nature made against any and all damages, costs and expenses suffered or incurred by the Inspection Company as a result of any third party claim arising out of the Client's failure to comply with its obligations under the Contract.

9 Liability

9.1 Without prejudice to any other right or remedy the Client may have, the Inspection Company undertakes that if an Inspection is performed in a defective or erroneous manner then the Inspection Company will at its discretion either credit to the Client the Fee paid by the Client and attributable to the Inspection or re-perform the Inspection (save as to the time of performance).

9.2 The Inspection Company's liability under or in connection with this Contract, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the sum of ten million pounds (£10,000,000) in the aggregate.

9.3 Neither the Inspection Company nor the Client shall be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any:

- i** loss of profits;
- ii** economic loss;
- iii** loss of turnover;
- iv** loss of business;
- v** loss of data;
- vi** loss of goodwill; and/or
- vii** indirect, special or consequential losses.

Inspection Service Conditions (continued)

9.4 The Inspection Company shall have no liability under the Contract for any failure or delay in the provision of an Inspection to the extent that the same is contributed to by the acts or omissions of the Client (including without limitation where Plant is not made available for Inspection), even if the same results in Plant becoming overdue for Inspection and in such circumstances it shall be the Client's responsibility to rearrange Inspection of such Plant or take it out of service.

9.5 Where any Plant is overdue for Inspection at the time it is added to the Contract (including at commencement of the Contract), or where Plant becomes overdue for Inspection as a result of the acts and omissions of the Client, the Inspection Company will seek to agree a timetable with the Client for the Inspection of such Plant. However, the Client acknowledges that the Inspection Company shall have no liability in respect of such overdue Plant and the Client indemnifies and shall keep the Inspection Company indemnified in respect of any claims of any nature made against any and all damages, costs and expenses suffered or incurred by the Inspection Company in connection with such Plant being overdue for Inspection.

9.6 Nothing in this Contract shall operate to limit or exclude the liability of either party for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, or any other liability which cannot be limited or excluded by law.

10 General

10.1 Transfer of Employees

- i** The parties do not consider or intend that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") shall operate to transfer the employment (and/or any liability arising from or in connection with such employment) of:
 - 1** any employees of the Client (or its incumbent supplier) to the Inspection Company as a result of or connected to the Inspection Company's appointment under this Contract or as a result of the provision of the Inspection Services by the Inspection Company; or
 - 2** any employees of the Inspection Company (or any contractor of the Inspection Company) to the Client or any replacement service provider as a result of or connected to any takeover of the services (either in whole or in part), whether on termination or expiry of this Contract.
- ii** If, notwithstanding **sub-clause 10.1 i** above, any person transfers or claims to have transferred whether as a result of the application of TUPE or otherwise as a result of or connected to this Contract, the following process shall apply:
 - 1** the party to whom such person claims to have transferred ("Party 1") shall notify the other party ("Party 2") in writing within seven (7) days of becoming aware of that fact (a "Notification");

Inspection Service Conditions (continued)

- 2 Party 1 may at its discretion accept such person's claim;
 - 3 within fourteen (14) days of Notification, Party 2 may offer employment to such person or may take at its own cost such other steps as it feels necessary to effect a written withdrawal of the claim. If such offer of employment is accepted, Party 1 shall immediately release the person from its employment;
 - 4 if no such offer of employment has been made by Party 2 or such offer has been made but not accepted or if such person has failed to withdraw the claim then Party 1 may, following its notification to Party 2 in writing in advance, terminate the employment of such person within seven (7) days or as soon as it is reasonably practicable thereafter, but in any event within one (1) month of the expiry of the twenty-one (21) day period from Notification.
- For the avoidance of doubt, if Party 1 accepts that a person's employment has transferred to that party and/or fails to take the action outlined above within the appropriate time period then such person shall be deemed to have transferred to Party 1 and Party 1 shall not be entitled to any indemnity pursuant to **Clause 10.1 iii** or otherwise.
- iii Subject to the provisions of this **sub-clause 10.1** being followed (or the parties acting in any other way as may be agreed between them), Party 2 shall indemnify Party 1 against all "Employee Liabilities" suffered or incurred as a result of the transfer or alleged transfer. Employee Liabilities shall mean all claims (including without limitation any claim for notice, a payment in lieu of notice, breach of contract, redundancy payments (whether pursuant to statutory requirements or otherwise), wrongful dismissal, unfair dismissal (including constructive unfair dismissal), discrimination on the grounds of sex, race, disability, religion, belief, age, gender reassignment, marital or civil partnership status, pregnancy, maternity, or sexual orientation, compensation for less favourable treatment of part-time workers or fixed-term employees, claims for failure to inform and consult pursuant to TUPE or the Trade Union (and Labour Relations Consolidation) Act 1992 and any claims whether in tort, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality & Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation) and any expenses and legal costs on an indemnity basis.
 - iv The Client shall be entitled to assign the benefit of the indemnity at **sub-clause 10.1 iii** to any replacement service provider to which any person who has been employed or engaged by the Inspection Company (or any contractor) transfers or claims to have transferred without the need for consent from the Inspection Company.

Inspection Service Conditions (continued)

10.2 Force Majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three (3) months or more the party not affected may terminate the Contract by giving fourteen (14) calendar days written notice to the affected party.

10.3 Data Protection

- i The Inspection Company shall process any personal data it receives from the Client (or obtained from third parties in the course of providing the Inspection) in accordance with applicable data protection laws and only where necessary for the performance of its obligations under the Contract.
- ii The Inspection Company shall have in place appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, alteration or disclosure, including the measures prescribed by applicable data protection laws.
- iii Personal data will not be retained for longer than is necessary.
- iv Personal data may be transferred to countries outside the EEA but will at all times be held securely.

10.4 Allianz Name, Logo and Reputation

- i Nothing in this Contract shall grant any right or licence to the Client to use the name, logo, or any intellectual property of the Inspection Company without the prior written consent of the Inspection Company.
- ii Without prejudice to **Clause 10.4 i** the Client shall not make reference to the Inspection Company, or hold itself out as associated with the Inspection Company, in any promotional or marketing documentation without the prior written consent of the Inspection Company.
- iii The Client shall not by its actions or omissions do anything which may harm the reputation, image or goodwill of the Inspection Company or its Group.

10.5 Assignment and Subcontracting

The Contract is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Inspection Company (such consent not to be unreasonably withheld or delayed).

10.6 Relationship of the parties

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

10.7 Variations to the Contract

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

Inspection Service Conditions (continued)

10.8 Notices

Any notice given to a party under or in connection with this Contract shall be in writing and shall be delivered by hand or sent by recorded delivery or pre-paid first-class post or other next working day delivery service to the address set out in the Schedule or its principal place of business (in any other case) (and in the case of notices to the Company, a copy shall be required to be sent for the attention of the Company Secretary at the same address).

10.9 Entire Agreement

- i The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- ii Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

10.10 No Waiver

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10.11 Rights of Third Parties

No one other than a party to the Contract shall have any right to enforce any of its terms.

10.12 Unenforceable Terms

If any provision in the Contract is held by any competent court to be unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.

10.13 Language, Governing Law and Jurisdiction

- i The language of the Contract and all communications relating to it will be in English.
- ii English law shall apply to the Contract and the parties agree to submit to the exclusive jurisdiction of the English Courts in respect of all disputes arising out of or in connection with the Contract (whether of a contractual or tortious nature or otherwise).

11 Sanctions

This Contract does not provide any cover, service or benefit for any business or activity to the extent that the provision of any such service, benefit or cover, payment of any claim or provision of such benefit would expose the Inspection Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. For the avoidance of doubt any valid licence from the Office of Financial Sanction Implementation or similar authorised regulatory body shall have no bearing on this service, and this Contract will consider the sanction, prohibition or restriction to remain in force.

Inspection Service Complaints Procedure

The Inspection Company aim to get it right, first time, every time. If we (the Inspection Company) make a mistake, we will try to put it right promptly.

We will always confirm to you (the Client) the receipt of your complaint within five (5) working days and do our best to resolve the problem within four (4) weeks. If we cannot we will let you know when an answer may be expected.

Should you wish to make a complaint then it should be directed to your Engineer Surveyor or the Allianz Complaints Team at the Allianz location shown below:

Allianz Complaints Team
Allianz Insurance plc
PO Box 5291
Worthing
BN11 9TD

Telephone number: **01428 722407**
Fax Number: **01428 724824**
Email: customer.satisfaction@allianz.co.uk

Using our complaints procedure does not affect either party's legal rights.

Part 2

Machinery Options Insurance Policy

Please read this section if you selected to purchase Machinery Options Insurance. If you did not purchase Machinery Options Insurance, Part 2 is not relevant – please refer to Part 1 which contains the Inspection Contract.

Please refer to your Policy Schedule to ensure you fully understand the basis of cover provided. Unless varied by clause insurance is on an itemised basis details of which are shown in your Plant Schedule.

Allianz Insurance plc (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 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.

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

Insurance Definitions

The following words and expressions have been given the specific meaning set out below and shall have the same meaning wherever they appear in the Policy unless the context states otherwise:

Accidental Damage

Accidental Damage to Insured Property by an external cause other than by Breakdown Explosion or Collapse and which is not otherwise excluded.

Boiler

Any fired closed vessel or a combined container piping system in which steam or high temperature hot water is generated under pressure. Any plant described in the Plant Schedule as a boiler will include firing apparatus motors pumps fans and dedicated controls.

Breakdown

- a the actual breaking distortion or burning out of any part of the Plant (other than Boiler and Pressure Plant) while in use arising from mechanical or electrical defects in the Plant (other than Boiler and Pressure Plant) causing sudden stoppage
- b fracturing of any item of Insured Property by frost

which necessitates repair or replacement before it can resume normal working.

Collapse

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the Boiler and Pressure Plant caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignition of the contents or of ignited flue gases).

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, virtual server, cloud or microcontroller, including any similar system or any configuration or networks of the aforementioned and including any associated input, output, data storage or processing device, networking equipment, internet, intranet, virtual private network or similar facilities, or back up facility, located anywhere in the world and irrespective of whether such computer system is owned or operated by the Insured or any Third Party

Cyber Act

Any unauthorised, malicious or criminal act (whether or not directed at the Insured), regardless of time and place, or the threat or hoax thereof, involving access to, processing, use, manipulation or operation of, or impairing any Computer System or Data, including but not limited to any unauthorised or malicious direction of network traffic or introduction of code, malware, virus or ransomware

Cyber Incident

- i any error or omission involving access to, processing of, use of or operation of any Computer System, whether any such error or omission is made by or on behalf of the Insured or any Third Party;
- ii any partial or total unavailability or failure of or reduction in functionality or operability of any Computer System (whether temporary or permanent) or inability to access, process, use or operate any Computer System; or
- iii any partial or total inability to access, process, transmit, store or use any Data or any error or omission involving accessing, processing, transmitting, storing or using any Data, whether any such error or omission is made by or on behalf of the Insured or any Third Party

Insurance Definitions (continued)

Cyber Loss

Any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken or advice given to control, prevent, suppress, or remediate any Cyber Act or Cyber Incident or to mitigate or otherwise reduce the effects of any Cyber Act or Cyber Incident

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form which is (or is capable of being) used, accessed, processed, transmitted or stored by a Computer System.

Data is not limited to the Insured's Data but includes Data which is owned, accessed, processed, transmitted, stored or used by any Third Party anywhere in the world

Data Loss

Any loss, distortion, erasure, corruption, theft, alteration, or manipulation of Data (whether temporary or permanent) or loss of use, reduction in functionality or reduction in value of Data or the act of (and costs and expenses associated with) repairing, replacing, reinstating, recovering, restoring or reproducing any Data

Data Processing Media

Any tangible insured property by this Policy on which Data can be stored but not the Data itself

Electrical Plant (EL)

All integral parts of electrical plant itemised in the Plant Schedule commencing at the intake switch or plug or other connection on the plant and excluding except where specifically stated in the Schedule

- a** office machinery
- b** computers or other electronic data processing equipment.

Explosion

The sudden and violent rending of Boiler and Pressure Plant by force of internal steam or other fluid pressure (other than pressure of chemical action or ignition of the contents or of ignited flue gases) causing bodily displacement of any part of the Boiler and Pressure Plant together with forcible ejection of the contents.

Fuel Storage Tanks

Tanks (or similar containers) designed and used to store oil and other fossil fuels or liquid propane gas.

Insured Property

Plant and Boiler and Pressure Plant at the Location owned by or leased to the Insured and itemised in the Plant Schedule.

Boiler and Pressure Plant

Boiler and Pressure Plant itemised in the Plant Schedule unless otherwise excluded.

Plant (other than Boiler and Pressure Plant)

Electrical Mechanical and Lift and Crane Plant itemised in the Plant Schedule unless otherwise excluded.

Insured Property shall not include

- a** tanks or similar containers other than Fuel Storage Tanks
- b** materials being processed by or contained in the Insured Property
- c** plant or machinery which is prototype experimental or untried
- d** plant machinery pipes or cables situated underground

unless specifically described in the Schedule.

Insurance Definitions (continued)

Lift and Crane Plant (LC)

Lift and crane plant itemised in the Plant Schedule.

- a** In respect of plant comprising lifts platform hoists and lifting tables all integral parts up to and including main circuit breakers or control valves excluding any supporting structures foundations masonry or brickwork.
- b** In respect of cranes and other lifting plant
 - i** all parts commencing in the case of a fixed unit at the point or points of anchorage and in the case of a travelling unit at and including the track wheels and terminating in the case of any unit at the hook shackle or other connection to the burden rope or chain by which the load or appliance is attached and
 - ii** all electrical equipment by which such plant is driven commencing at the intake switch or plug or other connection on the plant.

Excluding except where specifically stated in the Schedule

- A** fixing bolts or appliances that the track or the supporting structure sits upon and on which the plant works
- B** tracks gantries grabs or magnets.

Local Exhaust and Ventilation Plant (LV)

All integral parts of plant that controls captures or contains airborne releases at or close to the point of emission by means of ventilation and conveys the pollutant to a point where it can be safely collected and released commencing at the intake switch or plug or other connection on the plant and including ducting and pipework between system components.

Location

The address shown in the Schedule where Insured Property is situated.

Non-Cyber Cause

A cause, other than:

- i** a Cyber Act, Cyber Incident or Data Loss, or
- ii** any other cyber related cause,

which is not otherwise excluded by the Policy.

For the avoidance of doubt, a Non-Cyber Cause can include a mechanical or electrical defect in Computer Equipment or Auxiliary Equipment, to the extent that such defect results in Physical Damage to Tangible Property.

Other Property

Other Property means property belonging to the Insured or for which they are responsible but not Insured Property or anything sold supplied processed serviced or manufactured or stored in the course of the trade or business of the Insured.

Period of Insurance

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

Physical Damage to Tangible Property

Accidental, physical loss, damage or destruction to tangible Insured Property under this Policy which is owned by the Insured or for which the Insured is responsible, excluding any Data and intangible elements of Computer Systems

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).

Insurance Definitions (continued)

Power Press Plant (PP)

Press or press brake for the working of metal by means of tools or for die proving which is power driven and which embodies a flywheel and clutch.

Premises

The location stated in the Schedule.

Pressure Plant

Any unfired closed container under steam gas or fluid pressure or vacuum.

Pressure and Mechanical Plant (PM)

In respect of plant comprising Boiler Pressure and Mechanical Plant itemised in the Plant Schedule all integral parts including fittings and direct attachments and excluding except where specifically stated in the Schedule

- a interconnecting piping or anything attached to such piping
- b ancillary electrical and mechanical plant
- c foundations masonry brickwork chimneys or refractory linings.

Schedule

The Policy Schedule Plant Schedule and Summary forming part of this Policy.

Sudden and Unforeseen Damage

Damage to Insured Property which necessitates immediate repair or replacement to enable normal working to continue including damage caused by Breakdown Accidental Damage Explosion and Collapse and which is not otherwise excluded.

Territorial Limits

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

Third Party

Any person or entity other than the Insured (including, but not limited to, information technology and computer service suppliers, data centre operators, internet service providers, customers or suppliers of the Insured, transport operators, infrastructure providers, utilities and supply undertaking service providers or producers, telecommunication service providers and persons or entities wholly unconnected with the Insured, its Business, its Computer Systems or any Data which it owns, uses or relies on.

Cover Options

(The Cover Options only apply if stated in the Policy Schedule)

The insurance applies to the Insured Property described in the Plant Schedule during the Period of Insurance and at any Location specified in the Schedule within the Territorial Limits. The insurance defined under each Cover Option applies to the plant categories shown in the Policy Schedule against that Cover Option.

Cover One

Sudden and Unforeseen Damage

Sudden and Unforeseen Damage to the Insured Property.

Cover Two

Breakdown Explosion and Collapse Only

Damage to the Insured Property arising from Breakdown Explosion or Collapse.

Cover Three

Accidental Damage Only

Accidental Damage to Insured Property.

Cover Four

Own Surrounding Property (Boiler and Pressure Plant)

Damage to property belonging to or held by the Insured in their care custody or control directly consequent on and solely due to damage to Boiler and Pressure Plant insured by Cover Options One or Two.

Cover Five

Own Surrounding Property (Lift and Crane Plant)

Damage to property (other than property being carried or handled by the Insured Property) belonging to or held by the Insured in their care custody or control directly consequent on and solely due to an accident error or fault in the ordinary use of Lift and Crane Plant insured by Cover Options One Two or Three.

Limit of Liability

The liability of the Insurers under this Policy shall not exceed

a Cover One

£500,000 or any Limit of Liability shown in the Schedule in substitution for this amount

b Cover Two

£500,000 or any Limit of Liability shown in the Schedule in substitution for this amount

c Cover Three

£500,000 or any Limit of Liability shown in the Schedule in substitution for this amount

d Cover Four

£2,000,000 or any Limit of Liability shown in the Schedule in substitution for this amount

e Cover Five

the Limit of Liability shown in the Schedule

and in addition

f any amount shown in the Extensions

in respect of any one accident or series of accidents arising from one occurrence of loss or damage.

Insurance Cover Extensions

This Policy is extended to cover

1 Additions to Schedule

additional items of plant and machinery of the same class or type as described in the Schedule following completion of successful testing commissioning statutory Inspection and certification.

Provided that so far as the Insured is aware this plant and machinery is free from any material defect.

2 Temporary Removal

loss of or damage to the Insured Property occurring within the European Union or European Free Trade Area while it is

- a temporarily located at any other location or
- b in transit

for the purposes of repair service or maintenance.

Loss or damage arising from fire or fire extinguishing fluid explosion lightning earthquake storm tempest flood inundation water aircraft or other aerial devices or articles dropped therefrom theft or attempted theft shall not be excluded while the Insured Property is in transit.

Provided that the total liability of the Insurers under this Policy for loss of or damage to Insured Property which is in transit or temporarily located at other premises shall not exceed £100,000.

3 Debris Removal

the cost necessarily and reasonably incurred by the Insured with the consent of the Insurers in the removal of Insured Property following damage insured by this Policy.

Provided that the total liability of the Insurers for the cost of rectification of damage and the removal of Insured Property shall not exceed the Limit of Liability stated in the Schedule.

4 Additional Cost

necessary and reasonable cost incurred by the Insured following loss or damage insured by this Policy

- a in effecting a temporary repair or expediting a permanent repair.

Provided that the liability of the Insurers shall not exceed fifty percent (50%) of the normal repair cost

- b in respect of increased cost of working incurred to prevent or minimise interruption to the business in consequence of the loss or damage excluding the cost incurred in the forty-eight (48) hours immediately following the occurrence of the loss or damage.

Provided that the liability of the Insurers shall not exceed £25,000.

5 Payments on Account

payment 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.

6 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

Insurance Cover Extensions (continued)

This Policy is extended to cover

- 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.

7 Claims Preparation Cost

necessary and reasonable cost incurred in producing and certifying any particulars or details required by the Insurers in connection with an event for which liability has been accepted but limited to

- a** additional cost incurred by employees of the Insured
- b** additional fees charged by the usual auditors of the Insured
- c** cost of materials used in furnishing the requirements of the Insurers.

Provided that the liability of the Insurers shall not exceed £5,000.

8 Hired in Plant

the legal liability of the Insured under the terms of their hiring agreement or otherwise to pay

- a** compensation for loss of or damage to Hired in Plant while at or while in transit (other than by sea or air) to or from any Location specified in the Schedule and
- b** continuing hire charges as a result of loss of or damage to Hired in Plant for which indemnity is provided by **a** above.

In addition the Insurers will pay all legal expenses for which the Insured may become liable where legal proceedings have been defended with the written consent of the Insurers.

Hired in Plant means plant or machinery with a replacement value not more than £10,000 hired by the Insured but not plant on hire purchase or subject to a lease agreement or on free loan.

Provided that

- a** the terms of any hiring agreement shall be no more onerous than the Model Conditions for the hiring of plant approved by The Construction Plant-hire Association and
- b** where the hire charges paid during the Period of Insurance exceed £2,000 the Insured shall declare the hire charges paid and shall pay the additional premium requested by the Insurers and
- c** the liability of the Insurers shall not exceed £20,000.

Insurance Cover Exclusion 2 Perils does not apply to this Extension of cover.

9 Fuel Storage Tanks Loss of Contents

- a** loss of the contents of and
- b** the cost incurred by the Insured in cleaning up the spilled or leaked contents from

Fuel Storage Tanks shown as insured in the Schedule directly and solely due to Sudden and Unforeseen Damage for which indemnity is provided by this Policy.

Provided that

- i** the liability of the Insurers under this Extension shall not exceed £25,000 in connection with any one occurrence regardless of the number or amount of claims resulting from the occurrence
- ii** the value of the contents does not exceed in respect of
 - 1** any one Fuel Storage Tank £25,000
 - 2** all Fuel Storage Tanks £100,000.

Insurance Cover Extensions (continued)

This Policy is extended to cover

This Extension does not cover

- A** loss of contents by evaporation seepage contamination or any form of trade loss
- B** the cost of relevelling Fuel Storage Tanks unless resulting from Sudden and Unforeseen Damage insured by this Policy
- C** the cost of cleaning up any spillage or leakage in areas outside the boundaries of the Insured's premises or to other property not belonging to the Insured
- D** damage by or in consequence of the process of cleaning up the contents of the Fuel Storage Tanks
- E** liability for cleaning up or making good any pollution or contamination of the water table or any water course or property of any party other than the Insured.

10 Claims Investigation Cost

necessary and reasonable cost (including the cost of consultants fees) incurred in conducting investigations and tests in respect of possible repair or replacement options following damage insured by this Policy.

Provided that

- a** the liability of the Insurers under this Extension shall not exceed £25,000 in connection with any one occurrence regardless of the number or amount of claims resulting from the occurrence
- b** the prior consent of the Insurers has been obtained.

Reinstatement and Public Authorities

In the event of damage to

Insured Property and/or

Other Property damaged by Explosion of Boiler and Pressure Plant

for which liability is accepted the basis on which the amount payable is to be calculated shall be the reinstatement of the Insured Property or Other Property.

Reinstatement shall mean:

- a** where the Insured Property or Other Property is destroyed
 - i** if a building the rebuilding of the property
 - ii** if not a building its replacement by similar plant or property

in either case to a condition equal to but not better or more extensive than its condition when new
- b** where the Insured Property or Other Property is damaged the repair of the damaged portion to a condition substantially the same as but not better or more extensive than its condition when new
- c** additional work solely necessary to comply with European Union legislation or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any municipal or local authority.

Provided that

- 1** the liability of the Insurers shall not exceed the Limits of Liability under this Policy
- 2** where the Insured Property or Other Property is damaged or destroyed in part only the liability of the Insurers shall not exceed the amount which would have been payable had the Insured Property or Other Property been totally destroyed

- 3** where the parts necessary for repair of Insured Property or Other Property are not available at manufacturers listed prices the Insurers shall be liable to pay for the cost of an equivalent repair to similar property for which parts are available at manufacturers listed prices
- 4** no payment beyond that which would have been payable if this clause had not been included shall be made
 - i** unless the work of reinstatement is commenced and carried out without unnecessary delay or
 - ii** if at the time of any loss or damage the Insured Property or Other Property shall be covered by any other insurance effected by or on behalf of the Insured which is not on a reinstatement basis
- 5** the Insurers shall not be liable for the cost incurred in complying with any of the legislation or regulations under **c**
 - i** in respect of damage occurring prior to the introduction of this clause
 - ii** under which notice has been served on the Insured prior to the happening of the damage
 - iii** in respect of undamaged property
 - iv** in respect of any tax duty development or other charge which may be payable for compliance with any regulations
- 6** where the Insured Property is
 - i** used for the generation of electricity (other than standby reciprocating engine and generator sets up to one mega watt per set)
 - ii** glass lined vessels (other than spray lined Boilers)

Reinstatement and Public Authorities (continued)

- iii mainly used or installed outdoors (other than Insured Property used in connection with supplying utilities and other similar services)

the basis of settlement will be indemnity and no payment beyond that which would have been payable if this clause had not been included shall be made.

Where by reason of the above provisions no payment is to be made beyond the amount which would have been payable if this clause had not been incorporated the rights and liabilities of the Insurers and the Insured in respect of the destruction or damage shall be subject to the terms of this Policy as if this clause had not been incorporated.

Insurance Cover 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 Perils

loss or damage by

- a fire however caused
- b fire extinguishing fluid
- c explosion other than specifically insured by this Policy
- d lightning earthquake storm tempest flood inundation water aircraft or other aerial devices or articles dropped therefrom
- e subsidence or other ground movement or displacement
- f theft or attempted theft
- g riot strike lockout and civil commotion.

3 Maintenance Faulty Workmanship or Application of Tools

the cost of

- a maintenance
- b rectification of faulty workmanship occurring during the execution of repairs

but not damage resulting from **a** or **b** unless otherwise excluded

- c damage by direct application of tools.

4 Wear and Tear or Gradual Deterioration

the cost of rectification of

- a inevitable wear and tear erosion corrosion or other deterioration caused by or naturally resulting from ordinary work use or exposure
- b gradually developing defects flaws deformation distortion cracks partial fractures or loose parts which do not necessitate immediate stoppage
- c defective joints or seams unless caused directly by overheating brought about by shortage of water in Insured Property which is subject to steam or fluid pressure

but not damage insured by this Policy resulting from **a**, **b** or **c** unless otherwise excluded.

5 Excluded Parts and Components

cutters bits tools moulds dies heating elements driving belts and chains and similar items that require periodic replacement.

If as a result of other damage insured by this Policy these items are damaged beyond repair then the Insurers shall indemnify the Insured for any remaining residual value.

6 Safety or Protective Devices

damage to safety or protective devices by their functioning.

7 Multiple Lifting Operations

damage arising during any lifting or lowering operation in which a load is shared between two or more machines unless the prior consent of the Insurers has been obtained.

Insurance Cover Exclusions (continued)

This Policy does not cover

8 Vessels Craft Vehicles Devices Rigs or Platforms

loss of or damage to any

- a vessel craft vehicle or device designed to float on in or travel under or through water air or space
- b marine rig or marine platform
- c equipment mounted on and fixed to such vessel craft vehicle device rig or platform.

9 Other Consequential Loss

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

10 Installation or Removal

damage to any item of Insured Property arising during

- a its initial installation erection or its final removal
- b its final testing or commissioning.

11 Overloading or Abnormal Conditions

damage to any item of Insured Property caused by or arising from

- a the imposition of abnormal conditions deliberate overloading or overload testing other than overload testing in accordance with the Code of Practice for the Safe Use of Cranes BS 7121 including any subsequent amendments or revisions

- b overload testing in accordance with the Code of Practice for the Safe Use of Cranes BS 7121 including any subsequent amendments or revisions caused by or arising from a defect in the item.

12 Scratching

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

13 Excluded Plant

Plant itemised in the Plant Schedule under the category of Power Press Plant (PP) unless specifically shown as covered in the Policy Schedule.

Insurance Cover General Exclusions

This Policy does not cover loss damage legal liability or cost consisting of or in consequence of

1 War

Any claim, loss, damage, destruction, death, injury, disablement or liability, cost or expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a** war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- b** the discovery, detonation or explosion of Munitions (including both controlled and uncontrolled detonations and explosions), whether or not a state of war is current at the time of discovery, detonation or explosion; or
- c** any action taken to disarm, diffuse, dispose of, neutralise, make safe, or otherwise remove Munitions, whether or not a state of war is current at the time,

regardless of any other cause or event operating concurrently, independently or in any other sequence to cause the loss, damage or liability.

For the purposes of this Exclusion

Loss includes, but is not limited to, financial and business interruption loss (including business interruption loss covered under any or all of the Extensions in this Policy), physical loss, loss of value, marketability or use of property, fines and penalties.

Munitions mean any weapons or munitions from a current or historic war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military or usurped power, including but not limited to bombs, missiles, torpedoes, mines, ammunition, explosive devices, or any parts thereof, and any unexploded, derelict, abandoned and unused munitions or weapons.

2 Radioactive Contamination

loss or damage (whether sudden and unforeseen or not or accidental or not) 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 Terrorism

loss or damage (whether sudden and unforeseen or not or accidental or not) 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

Insurance Cover General Exclusions (continued)

This Policy does not cover loss damage legal liability or cost consisting of or in consequence of

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.

4 Cyber and Data Events

a any Cyber Loss;

b any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, arising out of or in connection with, or consisting of any Data Loss; or

c any cost, expense or fee incurred in replacing, reinstating, recovering, restoring or reproducing intangible elements of any Computer System,

regardless of any other cause or event operating or contributing concurrently, independently or in any other sequence to cause the claim, loss or damage.

But, subject to all the terms, conditions, limitations, exclusions and endorsements to this Policy:

i this Exclusion will not apply to Physical Damage to Tangible Property at the Premises during the Period of Insurance by a Non-Cyber Cause which itself results from a Cyber Act or Cyber Incident, together with any business interruption solely and directly resulting from such Physical Damage to Tangible Property, provided always that the Policy will not cover:

Insurance Cover General Exclusions (continued)

This Policy does not cover loss damage legal liability or cost consisting of or in consequence of

- a** any loss, costs or expenses comprising or consisting of Data Loss (including where resulting from Physical Damage to Tangible Property) other than as set out in sub-clause ii below;
 - b** any loss, distortion, erasure, corruption or alteration of or inability to access or use any other intangible property or assets or intangible elements of Computer Systems (including where resulting from Physical Damage to Tangible Property) or any business interruption resulting therefrom;
 - c** any business interruption caused or contributed to by any Data Loss which results directly or indirectly from Physical Damage to Tangible Property.
- ii** should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage by a Non-Cyber Cause which is otherwise insured by this Policy, this exclusion will not apply to the cost of repairing or replacing the damaged Data Processing Media plus the costs of copying Data from back-up or from originals of a previous generation onto the replacement or repaired Data Processing Media, but only where such back-ups or originals of a previous generation still exist and are accessible and provided always that the Policy will not cover:
- a** any research and engineering costs;
 - b** any costs of recreating, gathering or assembling the Data;

- c** any reduction in value of Data or any amount pertaining to the value of such Data to the Insured or any Third Party, even if such Data cannot be recreated, gathered recovered or copied from back-up or from originals of a previous generation;
- d** any business interruption loss caused directly or indirectly by or contributed to by any Data Loss or by the copying from back-ups or originals of any Data.

For the purposes of this Exclusion

Any reference to the word 'loss' includes, but is not limited to, financial and business interruption loss (including business interruption loss covered under any or all of the Extensions in this policy), physical loss, loss of value, marketability or use of property (including intangible property), fines and penalties, other than where this exclusion refers specifically to a particular type of loss, such as 'physical loss' or loss comprising or consisting of loss of Data or loss of other intangible property, in which case the word 'loss' will be interpreted in the context within which it is used

5 Pollution or Contamination

loss or damage (whether sudden and unforeseen or not or accidental or not) 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.

Insurance Cover General Exclusions (continued)

This Policy does not cover loss damage legal liability or cost consisting of or in consequence of

6 Computer Date Recognition

loss or damage (whether sudden and unforeseen or not or accidental or not) 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.

7 Contagious and Infectious Disease

Loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a** a Contagious or Infectious Disease;
- b** the fear or threat (whether actual or perceived) of a Contagious or Infectious Disease;
- c** the presence or suspected presence of Pathogens at, in or on the premises or property of any person or entity; or
- d** any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a Contagious or Infectious Disease or any Pathogens,

irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this exclusion will not apply to Physical Damage to Insured Property insured under the Policy.

For the purposes of this exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties. Cost or expense includes, but is not limited to any cost to:

- i** clean-up, detoxify, decontaminate, or remove Pathogens from any property where the property is or is feared to have been affected by Pathogens or a Contagious or Infectious Disease;

Insurance Cover General Exclusions (continued)

This Policy does not cover loss damage legal liability or cost consisting of or in consequence of

- ii monitor or test for Pathogens or a Contagious or Infectious Disease; or provide medical treatment for persons affected by a Contagious or Infectious Disease

Physical Damage means physical loss, physical damage or physical destruction. For the avoidance of any doubt, the presence of a Pathogen on property or contamination of property by a Pathogen does not constitute Physical Damage; Physical Damage does not include any damage, accidental or otherwise, that is not physical, to tangible Insured Property or include any legal liability, compensation or claimants costs for any loss, damage or injury

Contagious or Infectious Disease means Any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any Pathogen, where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food)

Pathogen means Any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a Contagious or Infectious Disease

8 Sanctions

This Policy does not provide any cover or benefit for any business or activity to the extent that the provision of such cover, payment of any claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. For the avoidance of doubt any valid licence from the Office of Financial Sanction Implementation or similar authorised regulatory body shall have no bearing on this insurance, and this Policy will consider the sanction, prohibition or restriction to remain in force.

Insurance Cover 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 upon 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.

Insurance Cover General Conditions (continued)

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.

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 legal liability or cost.

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.

Insurance Cover General Conditions (continued)

6 Cancellation

In addition to the Insurers' rights set out elsewhere in the Policy, including but not limited to Insurance Cover General Condition 3 (Fair Presentation of the Risk) and Insurance Cover Claims Condition 3 (Fraud), where there is a valid reason for doing so the Insurer may cancel this Policy at any time by giving the Insured at least 14 days' notice in writing sent to the Insured's last known address.

The notice will set out the reason for cancellation. Valid reasons for cancellation may include, but are not limited to, the following:

- a** non-payment of premium (including if the premium for this Policy is paid by instalments where the Insured fails to pay one or more instalments, whether in full or in part);
- b** Continued failure by the Insured to comply with the terms and conditions of this Policy;
- c** Failure by the Insured to allow the Insurer to complete a survey (where the Policy has been issued or renewed subject to a survey);
- d** Failure by the Insured to adhere to, or implement, any risk improvement requirements or conditions required by the Insurer, including, but not limited to, any changes required by any survey or claims adjusters report, within a reasonable period of time as advised by the Insurer;
- e** Material change in the risk or the sums insured;
- f** Failure by the Insured to co-operate with the Insurer or provide the Insurer with information or documentation reasonably required by the Insurer and where the lack of co-operation by the Insured affects the Insurers ability to process a claim, or defend the Insurers interests, or make risk based underwriting decisions. In the event that the Insured does not provide the information, or documentation reasonably required within 14 days of the date of the letter, the Insurer will be entitled to give notice of cancellation of this Policy; or

- g** The Insureds use of threatening, abusive or intimidating behaviour or inappropriate language or bullying of the Insurers staff or suppliers.

If the Insurer cancels this Policy, provided no claim has been made, and/or no incident has arisen which is likely to give rise to a claim during the Period of Insurance, the Insured may be entitled to a proportionate refund of the premium, the refund will be reduced by any unpaid premium.

7 Declarations

Where the premium has been calculated on estimates of values and/or a schedule of plant and machinery supplied by the Insured they shall keep an accurate record of such values and/or changes to the schedule of plant and machinery.

This record shall be supplied to the Insurers within one month following expiry of the Period of Insurance to enable the adjustment of premium to be calculated.

8 Adjustment of Premium

If the premium calculated on the basis agreed between the Insurers and the Insured on the declarations made for the Period of Insurance exceeds or falls short of the deposit then the Insured shall pay or the Insurers shall refund the difference as the case may be.

9 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.

10 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.

Insurance Cover General Conditions (continued)

11 Conditions Precedent

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 legal liability or cost which occurred
- c** would if complied with tend to reduce particular types of loss damage legal liability or cost 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 legal liability or cost which occurred.

Insurance Cover 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 (twenty eight (28) 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 the 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 liability or cost
- 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 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.

Insurance Cover 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 Insurances

The Insurers will not indemnify the Insured in respect of loss damage legal liability or cost 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 paid under this Policy the 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.

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 Claims
Allianz Insurance plc
PO Box 5290
Worthing
BN11 9TB

Telephone number: **01483 265825**
Email: claims@allianzengineering.co.uk

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

Insurance 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 (5) working days and do our best to resolve the problem within four (4) 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 Allianz Complaints Team at:

Allianz Complaints Team
Allianz Insurance plc
PO Box 5291
Worthing
BN11 9TD

Telephone number: **01428 722407**
Fax Number: **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: 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.

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 fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

Privacy Notice Summary

Please find below a summary of our Privacy Notice.
The full notice can be found on the Allianz UK website:
allianz.co.uk/privacy-notice.html.

If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

When we refer to “we”, “us” and our in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Pet Plan Limited and Vet Envoy Limited who are all part of the Allianz UK Group which includes insurance companies, insurance brokers and other companies owned by the Allianz UK Group.

Please see link for a detailed list of these companies here:
allianz.co.uk/about-allianz/our-organisation.html#azuk.

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

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

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

Telephone: **0208 231 3992**
Email: datarights@allianz.co.uk
Address: Allianz Insurance plc,
PO Box 5291
Worthing
BN11 9TD

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

Telephone: **0330 102 1837**
Email: dataprotectionofficer@allianz.co.uk
Address: Data Protection Officer,
Allianz Insurance plc,
PO Box 5291
Worthing
BN11 9TD

Allianz Engineering also provides the following covers:

Machinery

All Machinery
Machinery Movement
Property Engineering

Contractors

Construction Project All Risks
Contractors Plant
Contractors All Risks
Erection All Risks

Electronics

Computer
Electronic Equipment

Consequential Loss

Deterioration of Stock
Machinery Business Interruption

Allianz Insurance plc.

Registered in England number 84638
Registered office: 57 Ladymead, Guildford,
Surrey GU1 1DB, United Kingdom.

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

Financial Services Register number 121849.

Allianz Engineering Inspection Services Ltd.
Registered in England number 5441840.
Registered Office: 57 Ladymead, Guildford,
Surrey, GU1 1DB, United Kingdom.

Allianz Engineering is a trading name used
by both Allianz Insurance plc and Allianz
Engineering Inspection Services Ltd.

Underwritten and arranged by



5th Floor
Meridien House
71 Clarendon Road
Watford WD17 1DS

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