

Allianz Insurance plc

Tracktion

Insurance and inspection
of railway stock

Insurance Policy Wording
Inspection Contract



Allianz 

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Thank you for choosing
Allianz Engineering.

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

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

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

Important

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

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



Part 1

Tracktion Insurance Policy

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

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.

For Allianz Insurance plc



Jonathan Dye
Chief Executive

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

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:

Territorial Limits

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

Insured Property

Owned Plant

All integral parts of plant and machinery described in the Schedule belonging to the Insured or hired to them under a hire purchase or lease agreement.

Pressure Plant

a The integral parts of the pressure system of a steam locomotive including but not limited to the boiler firebox cylinders steam piping pistons and any superheater system

and other

b boiler plant

c plant subject to internal steam pressure

d plant used to contain fluids under pressure or vacuum

forming part of Owned Plant.

Hired In Plant

a Tools tackle and contractor's plant and equipment site huts and other temporary accommodation

b locomotives and rolling stock

hired by the Insured and for which they are responsible under the terms of their hiring agreement or otherwise but not plant on hire purchase or subject to a lease agreement or on free loan.

Insured Property shall not include

a foundations masonry brickwork tanks gantries tracks grabs magnets or refractory linings/brick arches

b tanks (including fuel storage tanks or similar containers)

c materials being processed by or contained in the Insured Property

d office machinery computers or other electronic data processing equipment

e plant or machinery which is prototype experimental or untried

f plant machinery pipes or cables situated underground

unless specifically described in the Schedule.

Market Value

The cost of the nearest equivalent item in a similar condition.

Own Surrounding Property

Property belonging to or held by the Insured in their care custody or control excluding Insured Property.

Explosion

The sudden and violent rending of the Pressure Plant by force of internal 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 Pressure Plant together with forcible ejection of the contents.

Collapse

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the 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).

Schedule

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

Financial Loss

a in respect of reduction in Revenue the amount by which the Revenue during the Indemnity Period shall in consequence of an Accident fall short of the Standard Revenue

b in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Accident but not exceeding the amount of the reduction avoided

less any sum saved during the Indemnity Period in respect of the charges and expenses of the Business as may cease or be reduced in consequence of the Accident.

Accident

Loss or damage insured under Cover One Two or Four which is not specifically excluded by the Exclusions or General Exclusions of this Policy.

Definitions *continued*

Time Exclusion

The period shown in the Schedule beginning with the occurrence of the Accident during which Financial Loss in consequence of an Accident is not covered.

Indemnity Period

The period beginning with the occurrence of the Accident and ending when the results of the Business cease to be affected in consequence of the Accident but not exceeding the period shown in the Schedule as the Indemnity Period.

Revenue

The money paid or payable to the Insured for services rendered in the course of the Business.

Annual Revenue

The Revenue during the twelve months immediately before the date of the Accident.

Location

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

Standard Revenue

The Revenue during that period in the twelve months immediately before the date of the Accident which corresponds with the Indemnity Period.

Note

Adjustments shall be made to the figures representing the Annual Revenue and the Standard Revenue as may be necessary to provide for the trend in the Business and for variations in or other circumstances affecting the Business either before or after the Accident or which would have affected the Business had the Accident not occurred so that the adjusted figures shall represent as nearly as may be practicable the result which but for the Accident would have been obtained during the Indemnity Period shown in the Schedule.

Estimate

The amount declared to the Insurers as representing not less than the Revenue which the Insured anticipates will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (proportionately increased where the Indemnity Period exceeds twelve months).

Period of Insurance

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

Policy

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

Insurance Cover

The insurance defined under each Cover Option applies to the Insured Property during the Period of Insurance while at and while in transit to or from any situation in the Territorial Limits.

The insurance defined under each Cover applies only if shown in the Schedule.

Cover One

Damage to Owned Plant

Loss of or damage to Owned Plant excluding Explosion and Collapse of Pressure Plant.

Cover Two

Explosion and Collapse of Pressure Plant

Damage to Pressure Plant due to Explosion or Collapse.

Cover Three

Own Surrounding Property

Damage to Own Surrounding Property directly consequent on and solely due to Explosion of Insured Property insured by Cover Two or Cover Four.

Cover Four

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 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 be liable where legal proceedings have been defended with the written consent of the Insurers.

Provided that the liability of the Insurers under Cover Four for

- 1** loss or damage and continuing hire charges in respect of any Hired In Plant which is more than one year old shall be no more extensive than the liability which would be incurred under
 - i** the Model Conditions for the hiring of Plant approved by The Construction Plant-hire Associationor where agreed with the Insurers in writing and shown in the Schedule
 - ii** the hiring conditions used by the Insured.
- 2** Loss of or damage to Hired In Plant while loaned or hired out is conditional on the terms of the agreement under which the loan or hiring out takes place being no less onerous than the terms under which the Hired In Plant has been hired by the Insured.

Cover Five

Financial Loss

The Financial Loss of the Insured resulting from interruption or interference with the Business during the Indemnity Period in consequence of an Accident.

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

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

d Cover Four

the Limit of Liability shown in the Schedule

e Cover Five

133 $\frac{1}{3}$ % (one hundred and thirty three and a third percent) of the Estimate shown in the Schedule as the Limit of Liability

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 Avoidance of Impending Damage

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

Provided that

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

2 Debris Removal

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

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

3 Additional Cost

necessary and reasonable cost incurred with the consent of the Insurers in effecting a temporary repair or expediting a permanent repair following loss or damage insured by this Policy.

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

4 Repair Investigation Cost

necessary and reasonable cost (including Consultant Engineers Fees) incurred with the consent of the Insurers in conducting investigations and/or tests into possible repair (whether successful or not) replacement or reinstatement of Insured Property following loss or damage insured by this Policy.

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 Re-Railing and Recovery Cost

the cost incurred for any re-railing and/or recovery of Insured Property following loss or damage insured by this Policy.

Provided that the total liability of the Insurers for the cost of rectification of loss or damage and the re-railing and/or recovery of Insured Property shall not exceed the Limit of Liability shown in the Schedule.

7 Claims Preparation Cost

the 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 incurred 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 Plans Drawings and Other Documents

the cost of materials and labour necessarily incurred to restore plans drawings and other documents relating to the Insured Property following loss or damage for which the Insurers have admitted liability.

Provided that the liability of the Insurers shall not exceed £10,000.

Insurance Cover Extensions *continued*

This Policy is extended to cover

9 Public Authorities

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 following loss or damage insured by this Policy.

Provided that

- a** Insurers shall not be liable for the cost incurred in complying with any legislation or Regulations
 - i** in respect of damage occurring prior to the granting of this Extension
 - 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
- b** no payment beyond that which would have been payable if this Extension had not been included shall be made unless the work of reinstatement is commenced and carried out without unnecessary delay
- c** the liability of the Insurers shall not exceed the Limits of Liability under this Policy.

Reinstatement

In the event of loss of or damage to

Owned Plant

or

Own Surrounding Property

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

Reinstatement shall mean:

a Insured Property

- i** in the event of the complete loss or destruction of an item reinstatement shall be the value declared to the Insurers for the item. Where the value has not been declared to the Insurers the settlement shall reflect the cost of replacing the item with the nearest equivalent item in a condition equal to that which prevailed prior to the occurrence of loss or damage
- ii** in the event of partial damage to an item the settlement shall be the cost of repair of the item to a condition equal to that which prevailed prior to the occurrence of damage.

b Own Surrounding Property

- i** in the event of complete loss or destruction
 - 1** if a building the rebuilding of the property
 - 2** if not a building its replacement by similar plant or propertyin either case to a condition equal to but not better or more extensive than its condition when new
- ii** in the event of partial damage the repair of the damaged portion to a condition substantially the same as but not better or more extensive than its condition when new.

Provided that

- 1** the liability of the Insurers shall not exceed the Limits of Liability under this Policy
- 2** where the Insured Property or Own Surrounding 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 Own Surrounding Property been totally destroyed

- 3** no payment shall be made beyond that which would have been payable if this clause had not been included
 - 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 Own Surrounding Property shall be covered by any other insurance effected by or on behalf of the Insured which is not on a reinstatement basis
- 4** the term Own Surrounding Property shall not include anything sold supplied processed serviced manufactured or stored in the course of the trade or business of the Insured where the basis of settlement will be indemnity and no payment shall be made beyond that which would have been payable if this clause had not been included.

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 loss 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 Breakdown

loss of or damage to any part of Owned Plant caused by its own electrical or mechanical breakdown.

3 Maintenance or Faulty Workmanship

the cost of

- a** maintenance
- b** rectification of faulty workmanship

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

4 Goodwill Payments

the cost of any goodwill payments made either in the form of waiver or reduction in normal charges or the provision of additional services at no cost.

5 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.

6 Wear and Tear or Gradual Deterioration

- a** wear and tear erosion corrosion or other deterioration caused by or naturally resulting from ordinary work use or exposure
- b** gradually developing flaws or fractures which do not necessitate immediate stoppage

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

7 Overloading or Application of Tools

loss damage or Financial Loss

- a** caused by and occurring during intentional overloading
- b** caused by the direct application of tools in the course of any modification maintenance repair or overhaul.

This Exclusion shall not apply to loss damage or Financial Loss caused by and occurring during the checking of the correct working of the Insured Property or of safety installations connected with the Insured Property.

8 Safety or Protective Devices

damage to safety or protective devices by their functioning.

9 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.

10 Sea or Air Transit

loss or damage occurring during transit by sea or air.

11 Excluded Parts or Components

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

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

12 Hand Tools

loss of or damage to hand tools unless specifically described in the schedule.

Insurance Cover Exclusions *continued*

This Policy does not cover

13 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.

14 Lubrication or Maintenance

damage to Insured Property caused by

- a** insufficient lubrication unless this insufficiency is caused by an indemnifiable occurrence
- b** failure to carry out sufficient running and planned maintenance.

15 Scratching

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

Insurance Cover General Exclusions

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

1 War and Kindred Risks

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

2 Radioactive Contamination

loss or damage (whether sudden and unforeseen 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) directly or indirectly caused by resulting from or in connection with

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

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

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

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

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

Any act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

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

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

Insurance Cover General Exclusions *continued*

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

4 E Risks

Loss of or damage (whether sudden and unforeseen or not) to

- a** any computer or other equipment or component or system or item which processes stores transmits or retrieves data or
- b** any part of a computer or other equipment or component or system or item which processes stores transmits or retrieves data

whether tangible or intangible (including but without limitation any data information or programs or software) and whether part of the Insured Property or not caused directly or indirectly by

i Virus or Similar Mechanism

program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self replication or not. This includes but is not limited to viruses trojan horses worms and logic bombs

ii Hacking

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

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 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.

5 Pollution or Contamination

loss or damage (whether sudden and unforeseen 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.

6 Computer Date Recognition

loss or damage (whether sudden and unforeseen 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.

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 on the Insured complying and as appropriate any other person entitled to indemnity complying as though they were the Insured with the terms of this Policy.

3 Fair Presentation of the Risk

- a** The Insured must make a fair presentation of the risk to the Insurers at inception renewal and variation of the Policy.
- b** The Insurers may avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is
 - i** deliberate or reckless or
 - ii** of such other nature that if the Insured had made a fair presentation the Insurers would not have issued the Policy.

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

- c** If the Insurers would have issued the Policy on different terms had the Insured made a fair presentation the Insurer will not avoid the Policy (except where the failure is deliberate or reckless) but the Insurers may instead
 - i** reduce proportionately the amount paid or payable on any claim the proportion for which the Insurers are liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurers would have charged had the Insured made a fair presentation and/or
 - ii** treat the Policy as if it had included such additional terms (other than those requiring payment of premium) as the Insurers would have imposed had the Insured made a fair presentation.

For the purposes of this clause references to

- 1** avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the Policy) the renewal date (where the failure occurs at renewal of the Policy) or the variation date (where the failure occurs when the Policy is varied)
- 2** refunds of premium should be treated as refunds of premium back to the inception date renewal date or variation date as the context requires
- 3** issuing a Policy should be treated as references to issuing the Policy at inception renewing or varying the Policy as the context requires.

Insurance Cover General Conditions *continued*

4 Alteration In Risk

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

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

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

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

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

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

5 Reasonable Precautions

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

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

6 Cancellation

Other than where Claims Condition **3** applies the Insurers may cancel this Policy by giving the Insured thirty (30) calendar days notice in writing at their last known address. Provided the premium has been paid in full and no claim has been made during the Period of Insurance the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance.

If the premium for this Policy is paid by instalments and in the event that the Insured fails to pay one or more instalments whether in full or in part the Insurer may cancel the Policy by giving the Insured fourteen (14) calendar days notice in writing at their last known address.

7 Hiring Out or Loaning of Owned Plant

The liability of the Insurers under Cover One and Cover Two for loss of or damage to Owned Plant loaned or hired out is conditional on the terms of the agreement under which the loan or hiring out takes place being no less onerous than

- a** the Model Conditions for the hiring of Plant approved by The Construction Plant-hire Association
- or where agreed with the Insurers in writing and shown in the Schedule
- b** the hiring conditions used by Insured.

8 Declarations

Cover One – Owned Plant

Six (6) weeks prior to the expiry of the Period of Insurance the Insured shall supply to the Insurers a declaration of:

- a** each locomotive forming part of Insured Property together with its Market Value
- b** each item of rolling stock with a value of more than £10,000 forming part of Insured Property together with its Market Value
- c** the total Market Value of all other items forming part of Insured Property.

Cover Four – Hired In Plant

The premium payable under Cover Four is based on estimates declared to the Insurers and is subject to adjustment.

Within one month following expiry of the Period of Insurance the Insured shall supply to the Insurers a declaration of the total hiring charges paid or payable for Hired In Plant on hire during the Period of Insurance.

Insurance Cover General Conditions *continued*

Cover Five – Financial Loss

The premium payable under Cover Five is based on the Estimate declared to the Insurers and is subject to adjustment.

Within six months following the expiry of the Period of Insurance the Insured shall provide to the Insurers a declaration of the Revenue or the Revenue certified by the auditors of the Insured earned during the financial year most nearly concurrent with the Period of Insurance.

9 Adjustment of Premium

Cover Four – Hired In Plant

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 subject to a minimum retention of seventy-five percent (75%) of the deposit or the minimum annual premium retention specified in the Schedule whichever is the greater.

Cover Five – Financial Loss

In the event of the declaration (proportionately increased where the Indemnity Period exceeds twelve (12) months) being less than the Estimate a pro rata return of premium not exceeding fifty percent (50%) of the premium paid on the Limit of Liability will be made in respect of the difference. If the declaration (proportionately increased where the Indemnity Period exceeds twelve (12) months) is greater than the Estimate the Insured shall pay a pro rata additional premium in respect of the difference.

If any Accident shall have occurred giving rise to a claim under this Policy the Insurers will increase the declaration for the purpose of premium adjustment by the amount by which the Revenue was reduced during the financial year in consequence of the Accident.

10 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 law and
- b all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

11 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.

12 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 cost legal liability or Financial Loss which occurred
- c would if complied with tend to reduce particular types of loss damage cost legal liability or Financial Loss or as the context may require liability the Insurers will pay for any claim where the Insured shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the loss damage cost legal liability or Financial Loss 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 (seven (7) calendar days in the case of loss or damage by riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons or theft) or such further time as the Insurer may allow in writing
 - 1** full information in writing of the Insured Property and the amount of loss or damage
 - 2** details of any other insurances on the Insured Property covered by this Policy
 - ii** all such proof and information relating to the claim as may reasonably be required
 - iii** if required a statutory declaration of the truth of the claim and of any matters connected with it
- b** preserve any damaged or defective Insured Property for inspection by 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 legal liability cost or to avoid or reduce Financial Loss
- e** in the case of any claim made on 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

- i** in the case of Financial Loss within thirty (30) calendar days of the expiry of the Indemnity Period or any further period the Insurers may allow in writing provide details of the loss and produce books of account or other business books or documents or any other proofs information or evidence as the Insurers may require for the purposes of investigating or verifying the claim.

2 Options for Claims Settlement

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

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

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

- b** The Insurers shall not be liable for Financial Loss or the cost of any repairs where repairs are 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
 - i** the value of that part plus the cost of any necessary dismantling and erection for which the Insured is responsible
 - ii** Financial Loss incurred for the period of repair or replacement of the part plus any necessary dismantling and erection.
 - 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 or liability which is insured by or would but for the existence of this Policy be insured by any other policy except in respect of any excess beyond the amount payable under the other policy or which would have been payable under the other policy had this insurance not been effected.

5 Subrogation

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

6 Arbitration

If any difference arises as to the amount to be paid under this Policy this 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.

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 working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

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

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

Customer Satisfaction Manager, Allianz Engineering, Head Office
Haslemere Road, Liphook, Hampshire, GU30 7UN

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

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

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

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Website: www.financial-ombudsman.org.uk
Telephone: 0800 0234567 or 0300 1239123
Email: complaint.info@financial-ombudsman.org.uk

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

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

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

Alternatively, you can contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme

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

You (the Insured) may be entitled to compensation from the FSCS if we (the Insurers) are unable to meet our liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Data Protection

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

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

Allianz Group may need to collect and process data relating to individuals who may benefit from the Policy ('Insured Persons') which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by Allianz Group and that this fact is made known to the Insured Persons.

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

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager, Allianz Insurance plc, Haslemere Road, Liphook, Hampshire, GU30 7UN.

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

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

Notifying a Claim

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

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

Allianz Engineering
Claims Department
Haslemere Road
Liphook
Hampshire
GU30 7UN

Tel: 01483 265825

Email: claims@allianzengineering.co.uk

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

Part 2

Inspection Contract

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

For Allianz Engineering Inspection Services Limited

A handwritten signature in black ink, appearing to be 'SMG', with a horizontal line extending to the right.

Simon McGinn
Director

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

The person or persons named as the Insured 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 sub-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.

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).

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

Allianz Engineering Inspection Services Limited trading as Allianz Engineering.

Inspection Service

An Inspection of Plant by a Competent Person and (where applicable) in accordance with the requirements of such statutory requirements as apply to the Plant and the provision of a report of the Inspection by electronic mail or paper copy (as agreed with the Client).

Normal Working Hours

8.00 am to 6.00 pm 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 Republic of Ireland.

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 the Health and Safety at Work Act 1974 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 the Client's legal responsibility to have the Plant inspected in accordance with all applicable legislation 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 Health and Safety Executive);
- ii** 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 Written Scheme of Examination (as defined within the Pressure Systems Safety Regulations 2000);
 - 2** tagging systems for Plant (Tagcheck);
 - 3** non destructive testing of Plant;
 - 4** consultancy services;
 - 5** specialist Inspections;
 - 6** additional and/or one off Inspections of Plant; and
 - 7** revisiting and reinspecting an item of Plant where the company has identified that the item of Plant is a danger to persons;
- iii** it is responsible (at its own cost) for the care, custody maintenance, repair and control of the Plant at all times;
- iv** 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;
- v** it is solely their 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;
- vi** 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;
- vii** 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; and/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;
- viii** the Inspection Company has and accepts no responsibility for damage sustained by the Plant as a result of the failure of the Plant to withstand a test applied as part of the Inspection Service; and
- ix** 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.

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 notified to 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 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 sub-contractors to carry out the whole or any part of the Inspection Service, provided that it uses appropriately qualified and accredited sub-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; 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 non-standard 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;
 - 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.

Inspection Service Conditions *continued*

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 physical means by which to gain access to carry out the Inspection of the Plant; and
 - 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;
- 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; and
- 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.

4 Fees

The Inspection Company and the Client agree that:

- 4.1** the Client will pay the amount shown in the Schedule (the Fee) in cleared funds to a bank account nominated in writing by the Inspection Company, or at the Inspection Company's discretion by the Client's insurance broker on behalf of the Inspection Company, in each case 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;

Inspection Service Conditions *continued*

- 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;
- 4.7** the Fee may be adjusted at any time during the Contract Period to take account of any Plant added during the Contract Period;
- 4.8** the Client will pay or the Inspection Company will refund the difference between the Fee and the adjusted Fee as the case may be;
- 4.9** 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;
- 4.10** the Client must pay all undisputed invoices without any deduction, withholding, counterclaim or set-off;
- 4.11** the Inspection Company may set-off any amount owing to it by the Client against any amount it owes to the Client;
- 4.12** all Fees shall be subject to value added tax at the appropriate rate;
- 4.13** 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; and
- 4.14** should any undisputed invoice remain unpaid for a further twenty-one (21) calendar days following receipt by the Client of a notice from the Inspection Company that payment has become overdue, the Inspection Company will be entitled to suspend all Inspections until such time as the invoice is settled in full, with the Inspection Company providing no guarantee that Plant will be able to be inspected following resumption of Inspections in time for it to not become overdue. It is the Client's responsibility to rearrange Inspection of such Plant or take it out of service and the Inspection Company will have no liability to the Client in such circumstances should the Plant become overdue for Inspection.

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 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; or
 - iii** in the case of an individual or partnership, the individual or individuals become(s) bankrupt.
- 5.4** 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.
- 5.5** 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.

Inspection Service Conditions *continued*

6 Anti-Bribery

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; and
- v** warrant that they have not paid commission or agreed to pay any commission to any employee or representative of the other party.

6.2 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 Contract 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.

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; and
- 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.

Inspection Service Conditions *continued*

9 Liability

- 9.1** In substitution for all rights which the Client would or might have but for the Contracts, 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.
- 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

The Inspection Company shall not be obliged to employ any employees of the Client or a previous service provider to the Client in connection with the Contract and the Client indemnifies and shall keep the Inspection Company indemnified against any and all damages, costs and expenses suffered or incurred by the Inspection Company as a result of any claim (including for dismissal) or demand of any nature by any such employee against the Inspection Company.

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.

Inspection Service Conditions *continued*

10.3 Data Protection

- i** The Inspection Company, together with its Group, may use the personal and business details the Client provides (or which are supplied by third parties) including any details of directors, officers, partners and employees (whose consent the Client must obtain) to:
 - 1.** provide the Client with a quotation and to deal with the associated administration of the Contract;
 - 2.** search credit reference, credit scoring and fraud agencies who may keep a record of the search;
 - 3.** support the development of the Inspection Company's business by including the Client's details in customer surveys, for market research and business reviews which may be carried out by third parties acting on the Inspection Company's behalf.
- ii** Telephone calls may be recorded for the mutual protection of both parties and for training and monitoring purposes.
- iii** Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information the Inspection Company holds about them. Please contact the Customer Satisfaction Manager, Allianz Engineering Inspection Services Ltd, Haslemere Road, Liphook, Hampshire, GU30 7UN.
- iv** Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.
- v** By applying for and/or entering into this Contract the Client is deemed to specifically consent to the use of any personal data supplied by the Client and the Client's contract data in the ways and for the purposes set out in this Clause **10.3** and that its directors, officers, partners, and employees have consented to the Inspection Company using their details in this way.

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).

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).

Inspection Service Conditions *continued*

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).

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 Customer Satisfaction Manager at the Allianz location shown below:

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

Telephone: 01428 722407

Fax: 01428 724824

E-mail: customer.satisfaction@allianz.co.uk

Using our complaints procedure does not affect your legal rights.

Allianz Engineering also provides the following covers:

Machinery

All Machinery
Machinery Movement
Machinery Options
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

www.allianzengineering.co.uk

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