

Allianz Insurance plc

# Machinery Business Interruption

Policy Wording



**Allianz** 

# Contents

## Insurance

Definitions	2
Cover	3
Limit of Liability	3
Basis of Loss Settlement	4
Extensions	6
Exclusions	7
General Exclusions	8
General Conditions	10
Claims Conditions	13
Complaints Procedure	15
Financial Services Compensation Scheme	15
Data Protection	16
Notifying a Claim	16

Thank you for choosing  
Allianz Engineering.

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

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

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

### Important

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

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



# Machinery Business Interruption

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.

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

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

For Allianz Insurance plc



Jonathan Dye  
Chief Executive

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

# Definitions

## Territorial Limits

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

## Accident

Sudden and unforeseen damage to Plant (including Breakdown and Collapse) at the Location specified in the Schedule during the Period of Insurance.

## Plant

Plant and machinery owned by or leased to the Insured installed at the Location and specified in the Schedule.

Plant shall not include

- a** foundations masonry brickwork chimneys or refractory linings
- b** materials being processed by or contained in the Plant
- c** office machinery computers or other electronic data processing equipment
- d** plant or machinery which is prototype experimental or untried
- e** plant machinery pipes or cables situated underground

unless specifically described in the Schedule.

## 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).

## Time Exclusion

The period stated in the Schedule beginning with the occurrence of the Accident during which Financial Loss in consequence of the 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 stated in the Schedule as the Indemnity Period.

## Breakdown

- a** The actual breaking distortion or burning out of any part of the Plant while in use arising from mechanical or electrical defects in the Plant causing sudden stoppage
- b** fracturing of any item of Plant 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 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 forming part of this Policy.

## Cover

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

The Basis of Loss Settlement shall be either Loss of Gross Profit or Loss of Revenue whichever is shown in the Schedule.

## Limit of Liability

The liability of the Insurers under this Policy shall not exceed

- a** 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

- b** any amounts shown in the Extensions

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



# Basis of Loss Settlement

## 1 Loss of Gross Profit

Financial Loss means

- a** in respect of reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of an Accident fall short of the Standard Turnover
- 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 Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Accident but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of reduction in Turnover avoided by the additional expenditure incurred

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.

### Definitions

#### Gross Profit

The amount by which the sum of the Turnover and the value of the closing stock shall exceed the sum of the value of the opening stock and the amount of the Uninsured Working Expenses.

#### Notes

- a** The values of the opening and the closing stocks shall be arrived at in accordance with the normal accountancy methods of the Insured due provision being made for depreciation.
- b** The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

#### Uninsured Working Expenses

All expenses of the Business which vary in direct proportion to any variation in the Turnover.

#### Turnover

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

#### Rate of Gross Profit

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Accident.

#### Annual Turnover

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

#### Standard Turnover

The Turnover 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 Rate of Gross Profit the Annual Turnover and the Standard Turnover 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.

#### Estimate

The amount declared to the Insurers as representing not less than the Gross Profit 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 (12) months).

### Special Condition

#### Output Basis of Loss Settlement

Subject to agreement between the Insured and Insurers the term Output may be substituted for the term Turnover.

Provided that

- a** output shall mean the sale or transfer value of goods manufactured or processed by the Insured in the course of the Business at the Location shown in the Schedule
- b** only the term of Output or the term of Turnover shall be operative in connection with any one Accident.

## Basis of Loss Settlement *continued*

### 2 Loss of Revenue

Financial Loss means

- 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.

### Definitions

#### 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 (12) months immediately before the date of the Accident.

#### Standard Revenue

The Revenue during that period in the twelve (12) 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 stated 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 (12) months).

# Extensions

## **This Policy is extended to cover**

### **1 Claims Preparation Cost**

the necessary and reasonable cost incurred in producing and certifying any particulars or details required by the Insurers in connection with Financial Loss resulting from an Accident 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 £10,000.

### **2 Payments on Account**

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



# Exclusions

**This Policy does not cover Financial Loss directly or indirectly in consequence of**

## 1 Perils

loss of or damage to Plant by

- a** fire however caused
- b** fire extinguishing fluid
- c** explosion
- 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.

## 2 Application of Tools

damage by direct application of tools occurring during the execution of maintenance servicing or repairs.

## 3 Wear and Tear or Gradual Deterioration

- a** inevitable 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 Financial Loss in consequence of damage resulting from **a** or **b** unless otherwise excluded.

## 4 Excluded Parts and Components

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

## 5 Safety or Protective Devices

damage to safety or protective devices by their functioning.

## 6 Multiple Lifting Operations

damage arising from 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.

## 7 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.

## 8 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 form of consequential loss not specifically provided for by this Policy.

## 9 Breakdown of New Plant

Breakdown of newly installed plant until

- a** installation testing and commissioning has been carried out and
- b** one calendar month of trouble free running has been completed.

## 10 Scratching

scratching of painted or polished surfaces unless in consequence of other damage to the item for which Financial Loss is indemnifiable.

# General Exclusions

## This Policy does not cover Financial Loss in consequence of an Accident consisting of or arising from

### 1 War and Kindred Risks

- a** loss or damage (whether sudden and unforeseen or not or accidental 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 Plant 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 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

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 or suppressing or in any way relating to any act of Terrorism
  - iii** riot or civil commotion in Northern Ireland

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

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

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

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

# General Exclusions *continued*

**This Policy does not cover Financial Loss in consequence of an Accident consisting of or arising from**

## 4 E Risks

loss of or damage (whether sudden and unforeseen or not or accidental 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 Plant 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 Plant 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 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 Plant caused directly by an occurrence which is insured by this Policy.

## 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.

# 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.

For the purposes of this clause references to

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

# General Conditions *continued*

## 4 Alteration In Risk

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

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

Prior to each renewal the Insured shall supply details of the Estimate to the Insurers for the forthcoming Period of Insurance.

## 8 Declaration

The Insured shall within six (6) months of the expiry of each Period of Insurance provide to the Insurers a declaration of the Gross Profit or the Revenue certified by the auditors of the Insured earned during the financial year most nearly concurrent with the Period of Insurance.

# General Conditions *continued*

## 9 Adjustment of Premium

The premium paid is a deposit premium based on the Estimate declared.

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 50% (fifty percent) of the premium paid 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 Gross Profit or 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 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 Financial Loss which occurred
- c** would if complied with tend to reduce particular types of 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 Financial Loss or which occurred.

# Claims Conditions

## 1 Claims Procedures

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

- a** at their own expense deliver to the Insurer
  - i** within thirty (30) calendar days after such occurrence (seven (7) calendar days in the case of loss or damage by riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons or theft) or such further time as the Insurer may allow in writing
    - 1** full information in writing of the Insured Property and the amount of loss or damage
    - 2** details of any other insurances on the Insured Property covered by this Policy
  - ii** all such proof and information relating to the claim as may reasonably be required
  - iii** if required a statutory declaration of the truth of the claim and of any matters connected with it
- b** preserve any damaged or defective Plant for inspection by the Insurers representatives
- c** carry out and permit to be taken any reasonable action to avoid or reduce the Financial Loss
- d** 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
- e** 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 shall not be liable for Financial Loss where repairs to the Plant 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.
- b** Where loss or damage is confined to a part of an individual item of Plant the Insurers shall be liable for the Financial Loss incurred for the period of repair or replacement of the part plus any necessary dismantling and erection.

## 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.



# Claims Conditions *continued*

## 4 Other Insurances

The Insurers will not indemnify the Insured in respect of Financial Loss 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 such other policy or which would have been payable under such 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 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.

## 7 Alternative Premises

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Location specified in the Schedule for the benefit of the Business either by the Insured or by others on their behalf the money paid or payable to the Insured in respect of such sales or services shall be brought into account in arriving at the Turnover or Revenue or Output during the Indemnity Period.

## 8 Departmental Trading

If the Business is conducted in departments the independent trading results of which are identifiable the provisions of clauses **a** and **b** of the Basis of Loss Settlement shown in the Schedule shall apply separately to each department affected by the Accident.

## 9 Waiver of Subrogation

Notwithstanding Claims Condition **5** the Insurers agree to waive any rights against any parent company and/or subsidiary company whose activities are conducted and/or managed by the Insured in whole or part.

Provided that

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

## Complaints Procedure

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

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

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

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

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

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

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

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

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
**Telephone:** 0800 0234567 or 0300 1239123  
**Email:** [complaint.info@financial-ombudsman.org.uk](mailto: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](mailto: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](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

## Data Protection

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](mailto:claims@allianzengineering.co.uk)

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

## Allianz Engineering also provides the following covers:

### **Machinery**

All Machinery  
Machinery Movement  
Machinery Options  
Property Engineering

### **Contractors**

Contractors Plant  
Contractors All Risks  
Erection All Risks

### **Electronics**

Computer  
Electronic Equipment

### **Consequential Loss**

Deterioration of Stock

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

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Allianz is a trading name used by Allianz Insurance plc.



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