



Allianz Insurance plc

# Computer

Policy Wording



Chartered

**Allianz** 

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Thank you for choosing  
Allianz Engineering.

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

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

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



## Important

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

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

# Computer

Allianz Insurance plc (referred to as 'the Insurers' 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 the insurance in return for the Insured having paid or agreed to pay the Insurance Premium for the Period of Insurance.

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

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

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

For Allianz Insurance plc

A handwritten signature in black ink that reads "Jonathan Dye". The signature is written in a cursive style with a large initial 'J'.

Jonathan Dye  
Chief Executive

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

# Definitions

## Accident

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

## Annual Revenue

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

## Annual Turnover

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

## Anti-Virus Software

A software program which is activated to protect the Insured Property and which

- a** updates Virus or Similar Mechanism definitions no less frequently than once every seven (7) calendar days
- b** scans as a minimum
  - i** all data downloaded to or received by the Insured Property including CD-ROMs floppy discs the Internet e-mails and attachments or any peripheral device
  - ii** the Insured Property no less frequently than once every seven (7) calendar days.

## Auxiliary Equipment

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

Auxiliary Equipment is limited to property belonging to the Insured or leased hired rented or licensed or on Deferred Purchase to the Insured.

## Computer Equipment

Installed Computer Equipment and Portable Computer Equipment.

## Computer Media

- a** data carrying materials of all types (other than paper records)
- b** software programs or data (other than paper licence agreements)
- c** licence agreements which are protected by a hardware key disk dongle or other physical encryption device used to prevent unauthorised copying sharing or other actions unacceptable to the manufacturer or vendor of the software programs or data.

Computer Media is limited to property belonging to the Insured or leased hired rented or licensed or on Deferred Purchase to the Insured.

## Corruption

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

## Deferred Purchase

An agreement which the Insured enters into which entitles the Insured to defer payment for Insured Property for a period in excess of usual trade credit.

## Estimate

The amount declared to the Insurers as representing not less than the Gross Profit or 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).

## Firewall

Hardware software and procedures used to block and permit data traffic between the Insured Property and other IT equipment and networks as the Information Security Policy dictates.

# Definitions *continued*

## 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.

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.

The words and expressions used in this Definition shall have the meaning usually attached to them in the books and accounts of the Insured.

## 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.

## Indemnity Period

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

## Information Security Policy

A formal written policy that is reviewed and updated in accordance with an ongoing and Business embedded risk assessment process and which sets out the Insureds approach to managing information including but not limited to:

- a** authorisation rights access control and the use of passwords
- b** the proper use of computers and data including the use of e-mail and Internet protection against virus contamination
- c** action needed in the event of a breach of security
- d** disciplinary procedures for non compliance.

## Installed Computer Equipment

Mainframes servers personal computers and other installed equipment used for the electronic processing communication and storage of data including

- a** fixed discs interconnecting wiring and telecommunications equipment
- b** printers scanners and other peripheral computer equipment

excluding equipment controlling any manufacturing process.

Installed Computer Equipment is limited to property belonging to the Insured or leased hired rented or licensed or on Deferred Purchase to the Insured.

## Insured Property

Computer Equipment Computer Media and Auxiliary Equipment.

## Location

The addresses shown in the Schedule.

## Loss of Interest

Interest that the Insured

- a** would have earned on money that would have been received and/or
- b** would not have incurred

had the Accident not occurred.

## Maintenance Agreement

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

## Output

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.

## 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).

# Definitions *continued*

## **Portable Computer Equipment**

Equipment used for the electronic processing communication and storage of data that is designed to be carried on or by a person consisting of

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

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

Portable Computer Equipment is limited to property belonging to the Insured or leased hired rented or licensed or on Deferred Purchase to the Insured.

## **Premises**

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

## **Rate of Gross Profit**

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

## **Revenue**

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

## **Standard Revenue**

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

## **Standard Turnover**

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

## **Territorial Limits**

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

## **Turnover**

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

## **Uninsured Working Expenses**

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

## **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.

# Cover Options

## Cover One - Material Damage

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

## Cover Two - Computer Media

- a Loss of or damage to data carrying materials
- b The cost necessarily and reasonably incurred by the Insured in
  - i recompilation of data or software programs from other records including with the prior consent of the Insurer the cost of employing a specialist company or consultant to assist in the recovery of data
  - ii repurchase of proprietary software following Corruption

occurring during the Period of Insurance anywhere in the world.

## Cover Three - Additional Expenditure

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

## Cover Four - E Risks

### a Seek Destroy and Prevent

The cost necessarily and reasonably incurred by the Insured in

- i locating and removing a Virus or Similar Mechanism contained in any insured host program or executable disk segment within the Computer Equipment or contained in Computer Media solely to avoid or minimise Corruption
- ii employing professional consultants to recommend potential improvements to avoid a similar occurrence of Virus or Similar Mechanism or Hacking
- iii re-working any data projects to incorporate improvements in the protection of data recommended under **ii** above.

Provided that:

- 1 the Insured became aware of the presence of the Virus or Similar Mechanism during the Period of Insurance
- 2 the Insurer has agreed to the actions being taken.

## b Malicious Code or Attack

The cost necessarily and reasonably incurred by the Insured

- i in recompilation of data or software programs from other records including with the Insurers prior consent the cost of employing a specialist company or consultant to assist in the recovery of data
- ii in repurchase of proprietary software
- iii in respect of any additional expenditure during the Indemnity Period to prevent or minimise interruption of or interference with the operations of the Business carried out by the Computer Equipment

in consequence of Corruption occurring during the Period of Insurance anywhere in the world caused by or resulting from

- 1 Virus or Similar Mechanism
- 2 Hacking.

## Cover Five - Business Interruption

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

The Basis of 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

## **Cover One, Cover Two and Cover Three**

the Limits of Liability shown in the Schedule in connection with the cost arising from any one Accident or occurrence of loss or damage.

Provided that the Insurers liability for damage to Computer Equipment and Auxiliary Equipment which is not subject to a Maintenance Agreement caused by its own breakdown or derangement arising from a single cause is limited to the lesser of £10,000 or the Limit of Liability shown in the Schedule.

## **Cover Four**

during any one Period of Insurance the lesser of

- a** the Limit(s) of Liability shown in the Schedule or
- b** the aggregate of the Cover Two and Cover Three Limits of Liability shown in the Schedule.

## **Cover Five**

133<sup>1</sup>/<sub>3</sub>% (one hundred and thirty three and one third percent) of the Estimate shown in the Schedule as the Limit of Liability in connection with the cost arising from any one Accident.

## **Extensions**

the amounts shown in the Extensions in connection with the cost arising from any one Accident or occurrence of loss or damage or as more specifically stated in the Extension.



# Basis of Settlement

## Cover One

### Reinstatement

- a** Replacement of any item lost or damaged beyond repair by new property of equal performance and/or capacity or if this is not possible its replacement by new property having the nearest higher performance and/or capacity to the item lost or damaged.

On request the Insurer will

- i** subject to **a** above replace any item lost or damaged beyond repair with an item from the same manufacturer
- ii** pay the cost incurred by the Insured in replacing the item.

or

- b** Repair of any item otherwise damaged.

Provided that

- i** reinstatement shall be carried out without delay and in the most economical manner
- ii** where any Insured Property is damaged or lost in part only the liability of the Insurers shall not exceed the cost of reinstatement had it been wholly lost
- iii** no payment shall be made until reinstatement has been carried out
- iv** the amount payable shall not exceed the new replacement value of the Insured Property that has been lost or damaged
- v** if reinstatement is not carried out the Insurer reserves the right to pay the cost of indemnifying the Insured provided that such cost does not exceed the cost of reinstatement.

# Basis of Settlement *continued*

## Cover Five

### **a Loss of Gross Profit**

Financial Loss means

- i** 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
- ii** 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.

### **Special Condition**

#### **Output Basis of Settlement**

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

Provided that only the term of Output or the term of Turnover shall be operative in connection with any one Accident.

### **b Loss of Revenue**

Financial Loss means

- i** 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
- ii** 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.

For the purposes of **a** Loss of Gross Profit or **b** Loss of Revenue as applicable adjustments shall be made to the figures representing the:

- 1** Rate of Gross Profit
- 2** Annual Turnover
- 3** Standard Turnover
- 4** Annual Revenue
- 5** 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.

# Cover One – Extensions

## Cover One of this Policy is extended to cover

### 1 Transit

Computer Equipment and Auxiliary Equipment insured under Cover One anywhere in the world.

Provided that the liability of the Insurers shall not exceed

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

### 2 Debris Removal

the cost necessarily and reasonably incurred by the Insured in

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

following damage insured by Cover One.

Provided that

- i this Extension excludes cost associated with complying with The Waste Electrical and Electronic Equipment (WEEE) Regulations 2009 including any subsequent amendments and revisions
- ii the liability of the Insurers shall not exceed £50,000.

### 3 Expediting Cost

the cost necessarily and reasonably incurred by the Insured with the consent of the Insurers in making temporary repairs to and/or the expediting of the repair reinstatement or replacement of the Computer Equipment and Auxiliary Equipment following loss or damage insured under Cover One.

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

### 4 Investigation Cost

the cost (including the cost of consultants fees) incurred with the prior consent of the Insurers in conducting investigations and tests in respect of possible repair or replacement options.

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

### 5 Additional Equipment

additional items of Computer Equipment or Auxiliary Equipment

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

Provided that

- i the value of equipment covered under this Extension shall not exceed 25% (twenty five percent) of the amount shown in the Schedule under Cover One or £350,000 whichever is less
- ii so far as the Insured is aware the additional equipment is free from any material defect
- iii the value of the equipment is included in the next declaration in accordance with Condition 9 Renewal Requirement.

### 6 Recharging of Gas Reservoirs

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

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

### 7 Damage to Security Devices

the cost incurred in repairing or replacing

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

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

Provided that the liability of the Insurers shall not exceed the lesser of

- i £50,000 or
- ii 10% (ten percent) of the Cover One Limit of Liability.

# Cover One – Extensions *continued*

## Cover One of this Policy is extended to cover

### 8 Additional Lease or Rental Cost

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

Provided that

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

### 9 Security Guard Cost

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

Provided that

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

### 10 Fire Brigade Charges

the cost of charges arising from the activities of the Fire Brigade in dealing with the consequences of loss or damage insured under Cover One.

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

### 11 Waste Disposal Cost

The cost necessarily and reasonably incurred with the consent of the Insurers in complying with The Waste Electrical and Electronic Equipment (WEEE) Regulations 2009 including any subsequent amendments and revisions following loss or damage to Computer Equipment or Auxiliary Equipment insured under Cover One.

Provided that

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

### 12 Cost of Recovery following Theft

the cost of employing specialist investigators to aid the recovery of stolen or lost Computer Equipment that contains confidential or secret data or information following a loss insured under Cover One.

Provided that

- a the prior agreement of the Insurer has been obtained for employment of the specialist investigators
- b the Insurers are satisfied that the cost of employment of the specialist investigators is necessary and reasonable to protect the Insured against legal prosecution or commercial embarrassment that could result from the loss of confidentiality of the data or information
- c the liability of the Insurers shall not exceed £10,000.

# Cover One – Extensions *continued*

Cover One of this Policy is extended to cover

## 13 Incompatibility of Computer Media

the cost of

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

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

Provided that

- i** Cover Two is insured
- ii** the liability of the Insurers shall not exceed £50,000.

## 14 Reward following Successful Recovery

the cost incurred by the Insured in paying

- a** a financial reward for information that directly results in the Insurer recovering Insured Property following theft for which the Insurers have admitted liability and
- b** the associated cost of advertising the reward.

Provided that the Insurer has approved the cost involved and

- i** the loss has occurred and reward is paid within the Territorial Limits of this Policy
- ii** the Police are made aware of and have approved the offering of the reward and are in the course of pursuing prosecution
- iii** a receipt of the advertising cost and reward payment made is presented to the Insurer signed by the person(s) involved in arranging for the advertising and/or collecting the reward and showing their full name and address
- iv** the Insured their employees or relations of either do not benefit from any reward provided by this Extension
- v** the Insurers liability shall not exceed the lesser of 10% (ten percent) of the loss or damage or £10,000.

## 15 Reduction of Environmental Impact

the additional cost reasonably incurred by the Insured in replacing Computer Equipment or Auxiliary Equipment lost or damaged beyond repair with alternative equipment which performs the same primary functions but reduces the environmental impact of ownership and/or use.

The additional cost incurred includes but is not limited to replacing the Computer Equipment or Auxiliary Equipment with equipment that uses

- a** less power and/or
- b** consumable materials more efficiently

than the Computer Equipment or Auxiliary Equipment lost or damaged.

Provided that the total liability of the Insurers for loss or damage and additional cost shall not exceed the lesser of

- i** 110% (one hundred and ten percent) of the cost of replacement had the additional cost not been incurred or
- ii** the Cover One Limit of Liability shown in the Schedule.

# Cover Two – Extensions

## Cover Two of this Policy is extended to cover

### 1 Research and Development Cost

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

Provided that

- a** the liability of the Insurers shall not exceed 20% (twenty percent) of the Cover Two Limit of Liability or £25,000 whichever is less
- b** Condition 2 Duplicate Records and Data Security of this Policy is complied with in full
- c** solely for the purposes of this Extension Exclusion 6 Unproven Software is deleted.

# Cover Three – Extensions

## Cover Three of this Policy is extended to cover

### 1 Loss of Interest

Loss of Interest during the Indemnity Period solely in consequence of the occurrence of an Accident insured under Cover Three during the Period of Insurance.

Provided that

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

# Policy Extensions

## This Policy is extended to cover

### 1 Claims Preparation Cost (including Accountants Fees)

the necessary and reasonable cost incurred in producing and certifying any particulars or details required by the Insurers in connection with additional expenditure and/or 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 or accountants 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 £50,000.

### 2 Avoidance of Impending Damage

the cost incurred by the Insured in taking reasonable but exceptional measures to avoid or mitigate 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.

### 3 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

### 1 Excess

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

### 2 Exclusion Period If No Maintenance Agreement

Financial Loss incurred during the first twenty four (24) hours or any greater period stated as the Time Exclusion in the Schedule following breakdown or derangement of any item of Insured Property for which a Maintenance Agreement is not in force.

### 3 Guarantee Maintenance Agreement or Manufacturers Responsibility

loss or damage

- a** recoverable under any guarantee or Maintenance Agreement
- b** insured under Cover One and caused by or arising from a defect in Computer Equipment or Auxiliary Equipment for which a manufacturer has accepted responsibility and agreed to rectify at their expense.

Paragraph **b** of this Exclusion shall not apply to other Insured Property that suffers loss or damage and which is free from the defect.

### 4 Electricity Supply

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

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

### 5 Telecommunications Systems

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

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

### 6 Unproven Software

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

### 7 Time Limitation

additional expenditure or Financial Loss commencing more than twelve (12) months after the date on which the Accident occurred.

### 8 Wear and Tear or Gradual Deterioration

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

### 9 Value of Data

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

### 10 Programming Errors or Design Defects

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

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

# Exclusions *continued*

## This Policy does not cover

### 11 Inventory Losses and Unidentifiable Occurrence

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

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

### 12 Other Consequential Loss

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

### 13 Property in Unattended Vehicle

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

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

# General Exclusions

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

## 1 War and Kindred Risks

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

## 2 Radioactive Contamination

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

- a** ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b** the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- c** any weapon or other device utilising radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction.

## 3 Pollution or Contamination

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

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

## 4 Terrorism

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

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

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

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

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

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

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

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

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

# General Exclusions *continued*

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

## **5 E Risks**

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

This Exclusion does not apply to Cover Four.

## **6 Computer Date Recognition**

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

- a** correctly to recognise any data 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 theft or attempted theft 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 Duplicate Records and Data Security

- a** The Insured shall
  - i** back up data records and update the records no less frequently than once every seven (7) calendar days
  - ii** maintain up to date duplicate copies of software programs and data where possible
  - iii** store back up data records and up to date duplicate software programs away from the building where the original software programs and data is held.
- b** In respect of Cover Four the Insured shall also
  - i** verify the backed up data records for readability and where practicable restore them to the system at least once every thirty one (31) calendar days and run in a full test of their integrity and ability to perform all the functions of the original data or software
  - ii** have in full effect at all times
    - 1** Anti-Virus Software
    - 2** a subscription to a virus alert service provided by Anti-Virus Software vendors
    - 3** a Firewall which applies to all connections between Insured Property and other IT equipment and networks which is reviewed at least once per month and updated where required
    - 4** a formal and written Information Security Policy
    - 5** where available a subscription to an automated update (patching) service for all software programs used by the Insured or on which they depend to operate their Business.

## 3 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.

# General Conditions *continued*

## 4 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.

## 5 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 additional expenditure 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.

## 6 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.

# General Conditions *continued*

## 7 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.

## 8 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.

## 9 Renewal Requirement

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

### Cover One

- a Locations where the Insured Property will be situated and the new replacement value of Installed Computer Equipment and Auxiliary Equipment at each of the Locations

- b Portable Computer Equipment.

### Cover Two

the total cost of replacement or recompilation of Computer Media.

### Cover Three

the amount of additional expenditure relating to the chosen Indemnity Period.

### Cover Five

the Estimate of Gross Profit or Revenue.

## 10 Declarations

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 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.

## 11 Adjustment of Premium

In the event of the declaration for Cover Five (proportionately increased where the Indemnity Period exceeds twelve 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 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.

## 12 Non Invalidation

Where the risk of Accident is increased solely due to an act omission or alteration unknown to the Insured Condition 4 Policy Voidable and Condition 5 Alteration In Risk shall not apply.

Provided that

- a immediately the Insured becomes aware of the act omission or alteration they provide notice to the Insurer and
- b pay any additional premium required by the Insurer.

## 13 Assignment

The Insured shall not assign any of the rights or benefits under this Policy without the prior written consent of the Insurer. The Insurer will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this Policy.

# General Conditions *continued*

## 14 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 additional expenditure or Financial Loss which occurred
- c** would if complied with tend to reduce particular types of loss damage cost additional expenditure 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 additional expenditure or Financial Loss 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 (twenty eight (28) calendar days in the case of loss or damage by riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons or theft) or such further time as the Insurer may allow in writing
    - 1** full information in writing of the Insured Property and the amount of loss or damage
    - 2** details of any other insurances on the Insured Property covered by this Policy
  - ii** all such proof and information relating to the claim as may reasonably be required
  - iii** if required a statutory declaration of the truth of the claim and of any matters connected with it
- b** preserve any damaged or defective Insured Property for inspection by representatives of the Insurers
- c** in the case of Insured Property lost stolen or wilfully damaged take all steps (including immediate notification to the Police) to discover any guilty person and recover the property
- d** carry out and permit to be taken any reasonable action to prevent further loss damage cost Corruption additional expenditure or 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** other than as provided for under Cover One Extension **4** Investigation Cost and Policy Extension **1** Claims Preparation Cost (including Accountants Fees) 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) 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 lost or damaged or pay for the loss or damage in money.

If any Insured Property is to be reinstated or replaced by the Insurers the Insured shall provide all such plans documents books and information as may reasonably be required and other than as provided for under Policy Extension **1** Claims Preparation Cost (including Accountants Fees) the Insured shall do so at their own expense.

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

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

Provided that

  - i** the requirements of Claims Conditions **1** and **5** have been complied with and
  - ii** the repairs are carried out to the satisfaction of the Insurers.
- c** Where loss or damage is confined to a part of an item the Insurers shall be liable for the value of that part plus the cost of any necessary dismantling and erection for which the Insured is responsible.
- d** The Insurers shall only be liable for cost additional expenditure or Financial Loss resulting from the period of repair or replacement of the part plus necessary dismantling and erection for which the Insured is responsible.
- e** The Insured shall not be entitled to abandon any property to the Insurers whether taken into the possession of the Insurers or not.

# Claims Conditions

## 3 Fraud

If the Insured or anyone acting on the Insured's behalf

- a** makes any false or fraudulent claim
- b** makes any exaggerated claim
- c** supports a claim by false or fraudulent documents devices or statements (whether or not the claim is itself genuine) or
- d** makes a claim for loss or damage which the Insured or anyone acting on the Insured's behalf deliberately caused

the Insurers will

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

The Insurers may also notify the Insured that they will be treating the Policy as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses **a – d** above. In that event the Insured will

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

## 4 Other Insurance

The Insurers will not indemnify the Insured in respect of loss damage cost additional expenditure or 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 the other policy or which would have been payable under the other policy had this insurance not been effected.

## 5 Subrogation

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

## 6 Arbitration

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

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

## 7 Waiver of Subrogation Rights

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

Provided that

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

## 8 Alternative Premises

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at any 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 during the Indemnity Period.

## 9 Departmental Trading

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

## 10 Average

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

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

## 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](mailto: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.

## 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**

## 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.

# Fair Processing Notice – how we use personal information

## 1. Who we are

When **we** refer to “**we**”, “**us**” and “**our**” in this notice it means Allianz Insurance plc or Allianz Engineering Inspection Services Limited.

When **we** say, “**individuals**” in this notice, **we** mean anyone whose personal information **we** may collect, including:

- anyone seeking an insurance quote from **us** or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses.

## 2. How we use personal information

**We** use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims to fulfil **our** contract
- to administer third party claims and prevent financial crime to meet **our** legal obligations
- to manage **our** business and conduct market research to meet the legitimate needs of **our** business
- to send marketing information about **our** products and services if **we** have received specific consent.

There is no obligation to provide **us** with personal information, but **we** cannot provide **our** products and services without it.

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

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

**Further details can be found below.**

## 3. Automated decision making, including profiling

**We** may use automated decision making, including profiling, to assess insurance risks and administer policies. This helps **us** decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so they should contact **us** by emailing **us** at [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk) and **we** will review the decision.

## 4. The personal information we collect

**We** collect the following types of personal information so **we** can complete the activities in section 2, “How **we** use personal information”:

- basic personal details such as name, age, address and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video to help **us** manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- medical information if it is relevant to the insurance policy or claim
- criminal convictions if it is relevant to the insurance policy or claim
- accessibility details if **we** need to make reasonable adjustments to help
- business activities such as goods and services offered.

## 5. Where we collect personal information

Direct from **individuals**, their representatives or information they have made public, for example, on social media.

From other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide the services for **our** products
- other involved parties, for example, claimants or witnesses.

# Fair Processing Notice – how we use personal information *continued*

## 6. Sharing personal information

**We** may share personal information with:

- other companies within the global Allianz Group [www.allianz.com](http://www.allianz.com)
- credit reference, fraud prevention and other agencies that carry out certain activities on **our** behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- **our** approved suppliers to help deal with claims or provide **our** benefit services, for example, vehicle repairers, legal advisors and loss adjusters
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other companies that provide services to **us** or you, for example, the Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE)
- prospective buyers in the event that **we** wish to sell all or part of **our** business.

## 7. Transferring personal information outside the UK

**We** use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. **We** may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. **We** have Binding Corporate Rules (BCR's) which are **our** commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. For more information about BCR's, contact **our** Data Protection Officer.

Some of **our** suppliers have servers outside the EU. **Our** contracts with these suppliers require them to provide equivalent levels of protection for personal information.

## 8. How long we keep personal information

**We** keep information only for as long as **we** need it to administer the policy, manage **our** business or as required by law or contract.

## 9. Know your rights

Any **individual** whose personal information **we** hold has the right to:

- object to **us** processing it. **We** will either agree to stop processing or explain why **we** are unable to (the right to object)
- ask for a copy of their personal information **we** hold, subject to certain exemptions (a data subject access request)
- ask **us** to update or correct their personal information to ensure its accuracy (the right of rectification)
- ask **us** to delete their personal information from **our** records if it is no longer needed for the original purpose (the right to be forgotten)
- ask **us** to restrict the processing of their personal information in certain circumstances (the right of restriction)
- ask for a copy of their personal information, so it can be used for their own purposes (the right to data portability)
- complain if they feel their personal information has been mishandled. **We** encourage **individuals** to come to **us** in the first instance but they are entitled to complain directly to the Information Commissioner's Office (ICO) [www.ico.org.uk](http://www.ico.org.uk)
- ask **us**, at any time, to stop processing their personal information, if the processing is based only on **individual** consent (the right to withdraw consent).

**If you wish to exercise any of these rights please contact our Customer Satisfaction Manager:**

Address: Customer Satisfaction Manager, Allianz, 57  
Ladymead, Guildford, Surrey, GU1 1DB  
Email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)  
Phone: 01483 552438

## 10. Allianz (UK) Group Data Protection Officer Contact details

Allianz Insurance plc and Allianz Engineering Inspection Services Limited are companies within the Allianz Holdings.

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

Address: Data Protection Officer, Allianz, 57 Ladymead,  
Guildford, Surrey GU1 1DB  
Email: [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk)  
Phone: 0330 102 1837

# Fair Processing Notice – how we use personal information *continued*

## Changes to our Fair Processing Notice

Occasionally it may be necessary to make changes to this fair processing notice. When that happens **we** will provide an updated version at the earliest opportunity. The most recent version will always be available on **our** website [www.allianz.com](http://www.allianz.com).

## Consent for Special Categories of Personal Data

The global Allianz Group may need to collect and process data relating to **individuals** who may benefit from the policy (“Insured Persons”), which falls within the special categories of personal data under Data Protection Legislation, for example, medical history or convictions 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 the global Allianz Group and that this fact is made known to the Insured Persons.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of the Insured Persons Personal Data in this way and for these purposes and that your directors, officers, partners, and employees have consented to the global Allianz Group using their details in this way.

Allianz Engineering also provides the following covers:

### **Machinery**

All Machinery  
Machinery Movement  
Machinery Options  
Property Engineering

### **Contractors**

Contractors Plant  
Contractors All Risks  
Erection All Risks

### **Electronics**

Electronic Equipment

### **Consequential Loss**

Deterioration of Stock  
Machinery Business Interruption

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

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