

Computer

# Essential Business Insurance

## Your policy wording



Lloyds TSB | for the journey...

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Thank you for choosing Lloyds TSB and their commercial insurer of choice, Allianz Insurance plc.

## Introducing 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 help and guidance can be obtained from:

Essential Business Insurance Centre

PO Box 2934  
Bristol  
BS1 9ES

Tel: 0844 893 9560  
Fax: 0844 893 9591

## Important

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

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

# Computer

Allianz Insurance plc (referred to as 'the Insurers') will indemnify or otherwise compensate the Insured named in the Schedule (referred to as 'the Insured') in accordance with and subject to the terms and conditions of this insurance.

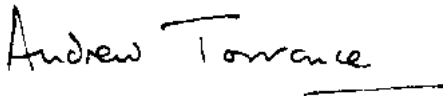
The proposal made to the Insurers by or on behalf of the Insured whether in writing or otherwise shall form the basis of the contract.

The Schedule Exclusions Extensions and Conditions are all part of this Policy and shall be read together as one document.

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 "Andrew Torrance". The signature is written in a cursive style with a horizontal line underneath the name.

Andrew Torrance  
Chief Executive

Allianz Engineering is a trading  
name used by Allianz Insurance plc

## Cover One

### Material Damage

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

## Cover Two

### Computer Media

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

following Corruption anywhere in the World.

## Cover Three

### Additional Expenditure

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

The liability of the Insurers under this Policy shall not exceed

- a the Limit of Liability shown in the Schedule

and in addition

- b any amounts shown in the Extensions

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

# Definitions

## Territorial Limits

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

## Premises

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

## Location

The addresses shown in the Schedule.

## Insured Property

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

## Computer Equipment

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

### 1 Installed Computer Equipment

mainframes servers personal computers and other installed equipment including

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

solely for use with other insured Installed Computer Equipment

excluding equipment controlling any manufacturing process.

### 2 Portable Computer Equipment

equipment that connects to Installed Computer Equipment and is designed to be carried on or by a person consisting of

- a laptops palmtops and tablet screens
- b printers scanners and interconnecting wires
- c digital projectors and cameras
- d personal digital assistants

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

## Auxiliary Equipment

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

## Computer Media

- a data carrying materials of all types (other than paper records)
- b software programs or data.

## Indemnity Period

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

## 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.

# Definitions (continued)

## Corruption

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

## Virus or Similar Mechanism

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

## Hacking

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

# Extensions

This Policy is extended to cover

## 1 Transit

- a Computer Equipment
- b Auxiliary Equipment

insured under Cover One anywhere in the World.

Provided that the liability of the Insurers shall not exceed

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

## 2 Debris Removal

the cost necessarily and reasonably incurred by the Insured in

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

following damage insured by Cover One.

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

## 3 Expediting Costs

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

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

## 4 Investigation Cost

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

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

## 5 Additional Equipment

additional items of Computer Equipment or Auxiliary Equipment

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

Provided that

- i the value of equipment covered under this extension shall not exceed 20% (twenty percent) of the amount shown in the Schedule under Cover One or £250,000 whichever is less
- ii so far as the Insured is aware the additional equipment is free from any material defect
- iii the value of the equipment is included in the next declaration in accordance with Special Condition 2.

## 6 Damage to Security Devices

the cost incurred in repairing or replacing any security device for the physical protection of the Computer Equipment (including any table desk or trolley to which they are attached) lost or damaged by theft or attempted theft insured under Cover One of this Policy.

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

## 7 Security Guard Costs

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

Provided that

- a the agreement of the 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.

# Extensions (continued)

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 the Computer Equipment by a new agreement for similar equipment in consequence of 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 Accident 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 £25,000.

## 9 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.

## 10 Accountants Fees

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

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

## 11 Incompatibility of Computer Media

the cost of

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

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

Provided that the liability of the Insurers shall not exceed the Limit of Liability under Cover Two or £50,000 whichever is less.

## 12 Research and Development Costs

the cost of re-writing any data processing research or development project (including the cost of recollection of data and digital images that do not exist in other records) following 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% of the Cover Two Limit of Liability or £20,000 whichever is less
- b Special Condition 1 of this Policy is complied with in full.

# Extensions (continued)

This Policy is extended to cover

## 13 Payments on Account

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

## 14 Recharging of Gas Reservoirs

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

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

## 15 Software Licenses

the cost of replacing software licence agreements and hardware key discs dongles and any other physical encryption device used to protect Computer Media against unauthorised copying following loss or damage insured by Cover One or Two.

Provided that

- a the total value of all software licence agreements owned by the Insured does not exceed £50,000
- b the Liability of the Insurers shall not exceed £10,000.

For the purposes of this Extension Exclusion 8 is deleted.

## 16 Loss of Interest

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

Provided that

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

## Definition

Loss of Interest means interest that the Insured

- i would have earned on money that would have been received and/or
- ii would not have incurred

had the Accident not occurred.

## 17 Waste Disposal Cost

the cost necessarily and reasonably incurred with the consent of the Insurers in complying with The Waste Electrical and Electronic Equipment Directive (002/96/EC) including any subsequent amendments and revisions following loss or damage insured by this Policy 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 £10,000.

# Reinstatement

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

Provided that

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

# Exclusions

This Policy does not cover

## 1 Excess

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

## 2 Breakdown

loss of or damage to any item of Insured Property under Cover One caused by its own breakdown or derangement unless there is in force 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.

## 3 Exclusion Period If No Maintenance Agreement

additional expenditure incurred during the first 48 hours following the occurrence of an Accident to any item of Insured Property for which a maintenance rental hire or lease agreement is not in force.

## 4 Guarantee or Maintenance

loss or damage recoverable under any guarantee or maintenance rental hire or lease agreement.

## 5 Electricity Supply

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

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

## 6 Telecommunications Systems

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

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

## 7 Unproven Software

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

## 8 Software Licences

the cost of replacing software licence agreements and hardware key discs dongles and any other physical encryption device used to protect Computer Media against unauthorised copying following loss of or damage to Insured Property under Cover One or Two

## 9 Incorrect Storage of Computer Media

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

## 10 Time Limitation

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

# Exclusions (continued)

This Policy does not cover

## 11 Theft From Premises

loss damage cost or additional expenditure due to theft or attempted theft from any Location unless the security arrangements at the Location comply with Special Condition 3 Physical Security Standard.

## 12 Theft While Unattended

loss damage cost or additional expenditure due to theft or attempted theft while Insured Property is left Unattended in a Public Place

For the purposes of this Exclusion

- a Unattended shall mean any circumstance in which an item can be stolen or removed without the immediate intervention of the Insured or their representative
- b Public Place shall mean any place to which the public have unrestricted and/or uncontrolled access including but not limited to public transport offices shops restaurants bars and hotels except private rooms being used by the Insured provided the room is locked when unoccupied.

## 13 Wear and Tear

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.

## 14 Value of Data

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

## 15 Property in Vehicles

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

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

## 16 Programming Errors/Design Defects

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

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

## 17 Inventory Losses/Onus Of Proof

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

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

## 18 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.

# General Exclusions

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

## 1 War and Kindred Risks

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

## 2 Radioactive Contamination

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

- a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## 3 Sonic Bangs

loss damage or Corruption directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## 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:

An 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.

## 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

# Special Conditions

## 1 Duplicate Records

The Insured shall

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

## 2 Declaration

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

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

## 3 Physical Security Standard

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

### Doors

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

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

### Windows

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

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

# Conditions

## 1 Right to Survey

It is a Condition of this Policy that the Insurers have the right to carry out a survey of the risks insured at any time mutually agreed with the Insured.

## 2 Observance of Policy Terms

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

## 3 Policy Voidable

This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular.

## 4 Alteration In Risk

The insurance provided by this Policy shall be avoided where there is any alteration after the commencement of this Insurance which increases the risk of loss or damage unless continued cover is agreed by the Insurers in writing.

## 5 Reasonable Precautions

The Insured shall take all reasonable precautions to safeguard the Insured Property against loss or damage. The Insured shall also 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

This Policy may be cancelled by the Insurers sending thirty days notice to the Insured at the last known address of the Insured.

Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired Period of Insurance. For cancellation following a default in payment of the premium or any agreed instalment the period of notice may be reduced to seven days.

## 7 Applicable Law

English Law will apply to this contract of Insurance unless the Insured and the Insurers agree otherwise.

# How to Make a Claim

Claims under this Policy should be notified to the insurer 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:

Essential Business Insurance Claims

500 Avebury Boulevard  
Milton Keynes  
MK9 2XX

Tel: 0844 893 9580

Lines are open from Monday to Friday

# Claims Conditions

## 1 Claims Procedures

In the event of any occurrence giving rise or likely to give rise to a claim under this Policy the Insured shall

- a notify the Insurers as soon as practicably possible by telephone and in writing
- b preserve any damaged or defective Insured Property for inspection by representatives of the Insurers
- c in the case of Insured Property lost stolen or wilfully damaged take all steps (including immediate notification to the Police) to discover any guilty person and recover the property
- d carry out and permit to be taken any reasonable action to prevent further loss damage cost or additional expenditure
- e in the case of any claim made against the Insured by any third party forward every claim writ or other document immediately and unacknowledged to the Insurers
- f not pay or offer or agree to pay any money or make any admission of liability without the prior consent of the Insurers
- g furnish at their own expense all particulars and information as the Insurers require
- h allow the Insurers in the name of and on behalf of the Insured to take over and during such periods as they think proper to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and its settlement and the Insured shall give the Insurers all necessary assistance for that purpose.

## 2 Options for Claims Settlement

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

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

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

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

Provided that

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

## 3 Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or by anyone acting on their behalf to obtain any benefit under the Policy or if any loss or damage is caused by the wilful act or wilful neglect of the Insured all benefit under the Policy shall be forfeited.

## 4 Other Insurance

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

## 5 Subrogation

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

# Claims Conditions (continued)

## 6 Arbitration

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

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

## 7 Waiver of Subrogation Rights

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

Provided that

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

## 8 Average

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

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

# Complaints Procedure

Our aim is to get it right, first time, every time. If we make a mistake we will try to put it right promptly.

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

If we have not resolved the situation within eight weeks we will provide you with information about the Financial Ombudsman Service.

Should you wish to make a complaint then it should be directed to the Customer Satisfaction Manager at the Allianz location shown below:

Essential Business Insurance Centre

PO Box 2934  
Bristol  
BS1 9ES

**Tel:** 0844 893 9590

**Fax:** 0844 893 9591

**Email:** [CSM@essentialbusinessinsurance.co.uk](mailto:CSM@essentialbusinessinsurance.co.uk)

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

# Financial Services Compensation Scheme

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

You may be entitled to compensation from the FSCS if we are unable to meet our liabilities. Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme

7th Floor, Lloyds Chambers  
Portoken Street  
London E1 8BN

**Tel:** 020 7892 7300

**Fax:** 020 7892 7301

**Email:** [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

[www.fscs.org.uk](http://www.fscs.org.uk)

# Data Protection Act

We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and employees to provide you with a quotation; deal with your policy; to search credit reference and fraud agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the policy that your directors, officers, partners and employees consent to our using their details in this way.

We may need to collect data relating to 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 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 us and that this fact is made known to the Insured Persons.

We may share your details with other companies within the Lloyds TSB Insurance Services Ltd and Allianz group of companies or pass them to third parties so that we may tell you by telephone, email or post of products and services which we think may be of interest to you. If you do not want to know about these products please write to: Customer Satisfaction Manager, Essential Business Insurance Centre, PO Box 2934, Bristol, BS1 9ES to let us know. Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager at the address above.

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.

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