

# Machinery Options

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 Insurance plc

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

If you need further details or have any questions, your 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 and Inspection Service provided by this Policy may be varied by clauses printed in the Schedule.

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

# Machinery Options

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 Insurer has arranged for an associated Company Allianz Engineering Inspection Services Ltd (referred to as 'the Inspection Company') to provide an Inspection Service for the Insured in accordance with and subject to the terms of the Inspection Service.

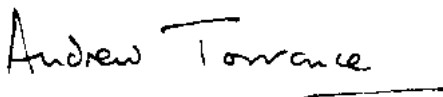
The proposal made to the Insurers by or on behalf of the Insured whether in writing or otherwise shall form the basis of this Policy.

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 the Insurance or Inspection sections of this Policy.

Please read all the pages of this Policy and Schedule carefully to ensure that your 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 both Allianz Insurance plc and Allianz Engineering Inspection Services Ltd.

# Inspection Service

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

For the avoidance of doubt the Insured acknowledges that:

- a it is responsible for the care, custody and control of the Plant at all times
- b the purpose of the Inspection Service is only to identify and assess defects in the workings of the plant and where the Regulations require it, the deterioration that affects the safety of the Plant but not defects in existing designs or in any proposed design changes
- c it is solely their obligation to ensure that the design of its Plant and any part of it is fit for purpose and reasonably safe, both by:
  - i arranging such analysis of its design as may be found necessary; and
  - ii promptly rectifying any design defects of which they are or ought to be aware, including:
    - 1 any design defects to which any Competent Person may, without obligation, draw attention and/or
    - 2 by taking the Plant out of service until these matters have been attended to
- d unless agreed in writing between the Inspection Company and the Insured the Inspection Company will not undertake the approval or the verification of the fitness for purpose of any design or design features of the Plant or any part of the Plant and observations and recommendations made by the Competent Person on aspects of a design that affects safety, shall not imply that the Inspection Company accepts any responsibility for the fitness for purpose of the design
- e unless agreed in writing between the Inspection Company and the Insured the Inspection Company

shall not:

- i carry out any witnessing of ultrasonic, radiographic or other tests of a non-routine nature or any proof load, load, stability, anchorage or similar tests
- ii specify, re-inspect, verify or approve repairs unless agreed in writing between the Inspection Company and the Insured or unless required to do so by a Regulation
- f the Inspection Company has and accepts no responsibility for damage sustained by the Plant as a result or the failure of the Plant to withstand a test applied as part of the Inspection Service
- g Statutory regulations made under the Health and Safety at Work Act 1974 require the Insured to have the plant inspected. The provision of the Inspection Service does not relieve the Insured of the responsibility.

Allianz Engineering Inspection Services Ltd. Registered in England No. 5441840. Registered Office: 57 Ladymead, Guildford, Surrey GU1 1BD. UK

# Cover Options

The insurance applies to the Insured Property described in the Plant Schedule during the Period of Insurance and at any Location specified in the Schedule within the Territorial Limits.

The insurance defined under each Cover Option applies to the plant categories shown in the Policy Schedule against that Cover Option.

## Cover One

### Sudden and Unforeseen Damage

Sudden and unforeseen damage (including Accidental Damage Breakdown Explosion and Collapse) to the Insured Property.

## Cover Two

### Breakdown Explosion and Collapse

Damage to the Insured Property arising from Breakdown Explosion or Collapse as defined below

#### Breakdown

- a the actual breaking distortion or burning out of any part of the Plant (other than Pressure Plant) while in use arising from mechanical or electrical defects in the Plant (other than Pressure Plant) causing sudden stoppage
- b fracturing of any item of Insured Property by frost which necessitates repair or replacement before it can resume normal working.

#### Explosion

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

#### Collapse

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

## Cover Three

### Accidental Damage

Accidental damage to Insured Property other than by Breakdown Explosion or Collapse.

## Cover Four

### Own Surrounding Property (Pressure Plant)

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

## Cover Five

### Own Surrounding Property (Cranes and Lifting Plant)

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

## Limit of Liability

The liability of the Insurers under this Policy shall not exceed

- a £250,000 or
- b any Limit of Liability shown in the Schedule in substitution for a above and in addition
- c any amount shown in the Extensions

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

# Definitions

## Insurance Definitions

### Territorial Limits

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

### Insured Property

#### Pressure Plant

- a boiler plant
- b plant subject to internal steam pressure
- c plant used to contain fluids under pressure or vacuum described in the Schedule.

### Plant (other than Pressure Plant)

All integral parts of Mechanical Electrical or Cranes and Lifting plant and machinery described in the Schedule excluding Pressure Plant.

### Insured Property shall not include

- a foundations masonry brickwork chimneys gantries tracks grabs magnets or refractory linings
- b tanks (including Fuel Storage Tanks or similar containers)
- c materials being processed by or contained in the Insured Property
- d office machinery computers or other electronic data processing equipment
- e plant or machinery which is prototype experimental or untried
- f plant machinery pipes or cables situated underground
- g plant or machinery used for the generation of electricity (other than standby diesel engine and generator sets up to one mega watt per set)
- h glass lined vessels

unless specifically described in the Schedule.

### Schedule

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

### Inspected Plant

The plant shown or summarised in the Plant Schedule for which the Insured has requested an Inspection Service.

### Location

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

## Inspection Service Definitions

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

### Allianz Engineering

Allianz Engineering Inspection Services Limited trading as Allianz Engineering, hereafter referred to as 'the Inspection Company'.

### Competent Person

An engineer surveyor employed and authorised by the Inspection Company to perform the Inspection Service.

### Inspection Service

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

### Inspection

Certain regulations require thorough examinations to be undertaken whilst others require Inspections. For the purpose of this Policy, the two expressions are synonymous and the generic expression used throughout is 'Inspection'.

### Normal Working Hours

8.00 am to 6.00 pm Monday to Friday excluding public bank and local holidays.

### Plant

The machinery and equipment shown or summarised in the Schedule.

### Sites

The locations shown in the Schedule.

# Insurance Cover Extensions

This Policy is extended to cover

## 1 Additions to Schedule

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

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

## 2 Temporary Removal

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

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

for the purposes of repair service or maintenance.

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

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

## 3 Debris Removal

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

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

## 4 Additional Cost

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

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

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

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

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

## 5 Payments on Account

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

## 6 Avoidance of Impending Damage

the cost incurred by the Insured in taking 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.

## 7 Claims Preparation Cost

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

- a additional cost incurred by employees of the Insured

# Insurance Cover Extensions (continued)

This Policy is extended to cover

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

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

## 8 Hired in Plant

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

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

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

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

Provided that

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

Exclusion 2 does not apply to this Extension of cover.

## 9 Fuel Storage Tanks Loss of Contents

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

Fuel Storage Tanks shown as insured in the Schedule directly and solely due to sudden and unforeseen damage for which indemnity is provided by this Policy.

Provided that

- a the liability of the Insurers under this Extension shall not exceed £25,000 in connection with any one occurrence regardless of the number or amount of claims resulting from the occurrence
- b the value of the contents does not exceed in respect of
  - i any one Fuel Storage Tank £10,000
  - ii all Fuel Storage Tanks £50,000.

This Extension does not cover

- a loss of contents by evaporation seepage contamination or any form of trade loss
- b the cost of releveling Fuel Storage Tanks unless resulting from sudden and unforeseen damage insured by this Policy
- c the cost of cleaning up any spillage or leakage in areas outside the boundaries of the Insured's premises or to other property not belonging to the Insured
- d damage by or in consequence of the process of cleaning up the contents of the Fuel Storage Tanks
- e liability for cleaning up or making good any pollution or contamination of the water table or any water course or property of any party other than the Insured.

### Definition

For the purposes of this Extension Fuel Storage Tanks shall mean tanks (or similar containers) designed and used to store oil and other fossil fuels or liquid propane gas.

# Reinstatement and Local Authorities

In the event of damage to

Insured Property and/or

Other Property damaged by Explosion of Pressure Plant

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

Reinstatement shall mean:

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

in either case to a condition equal to but not better or more extensive than its condition when new

- b where the Insured Property or Other Property is damaged the repair of the damaged portion to a condition substantially the same as but not better or more extensive than its condition when new

- c additional work solely necessary to comply with European Union legislation or building or other Regulations under or framed in pursuance of any Act of Parliament or bye-laws of any municipal or local authority.

Provided that

- 1 the liability of the Insurers shall not exceed the Limits of Liability under this Policy
- 2 where the Insured Property or Other Property is damaged or destroyed in part only the liability of the Insurers shall not exceed the amount which would have been payable had the Insured Property or Other Property been totally destroyed
- 3 where the parts necessary for repair of Insured Property or Other Property are not available at manufacturers listed prices the Insurers shall be liable to pay for the cost of an equivalent repair to similar property for which parts are available at manufacturers listed prices

- 4 no payment beyond that which would have been payable if this clause had not been included shall be made
  - i unless the work of reinstatement is commenced and carried out without unnecessary delay or
  - ii if at the time of any loss or damage the Insured Property or Other Property shall be covered by any other insurance effected by or on behalf of the Insured which is not on a reinstatement basis
- 5 the Insurers shall not be liable for the cost incurred in complying with any of the legislation or Regulations under c
  - i in respect of damage occurring prior to the introduction of this clause
  - ii under which notice has been served on the Insured prior to the happening of the damage
  - iii in respect of undamaged property
  - iv in respect of any tax duty development or other charge which may be payable for compliance with any Regulations
- 6 where the Insured Property is
  - i mainly used outdoors
  - ii installed outdoors

other than Insured Property used in connection with supplying utilities and other similar services

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

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

## Definition

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

# Insurance Cover Exclusions

This Policy does not cover

## 1 Excess

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

## 2 Perils

loss or damage by

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

## 3 Maintenance/Faulty Workmanship

the cost of

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

but not damage resulting from a or b unless otherwise excluded

- c damage by direct application of tools.

## 4 Wear and Tear

the cost of rectification of

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

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

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

## 5 Expendable Items

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

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

## 6 Safety Devices

damage to safety or protective devices by their functioning.

## 7 Multiple Lifting Operations

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

## 8 Waterborne Vessels

waterborne vessels or Insured Property mounted on or while being loaded onto or unloaded from such a vessel other than vessels on inland waterways or canals.

## 9 Consequential Loss

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

## 10 Installation/Testing

damage to any item of Insured Property

- a arising during
  - i its initial installation erection or its final removal
  - ii its final testing or commissioning

# Insurance Cover Exclusions (continued)

- b caused by or arising from
  - i the imposition of abnormal conditions deliberate overloading or overload testing other than overload testing in accordance with the Code of Practice for the Safe Use of Cranes BS 7121 including any subsequent amendments or revisions
  - ii overload testing in accordance with the Code of Practice for the Safe Use of Cranes BS 7121 including any subsequent amendments or revisions caused by or arising from a defect in the item.

## 11 Pollution and Contamination

any cost arising directly or indirectly from pollution or contamination.

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

# Insurance Cover General Exclusions

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

## 1 War and Kindred Risks

loss or damage (whether sudden and unforeseen or not or accidental or not) directly or indirectly caused by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power confiscation nationalisation requisition or destruction of or damage to property by order of the Government or any Public Municipal or Local Authority.

## 2 Radioactive Contamination

loss or damage (whether sudden and unforeseen or not or accidental or not) directly or indirectly caused by or contributed to by or arising from

- a ionising radiations 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 or damage (whether sudden and unforeseen or not or accidental or not) directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## 4 Terrorism

loss or damage (whether sudden and unforeseen or not or accidental or not) directly or indirectly caused by resulting from or in connection with

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

In respect of a above an act of Terrorism means:

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

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

In respect of b above an act of Terrorism means:

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

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

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

# Insurance Cover General Exclusions (continued)

## 5 E Risks

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

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

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

### i Virus or Similar Mechanism

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

### ii Hacking

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

# Inspection Service Conditions

## Where an Inspection Service is provided

### 1 the Inspection Company shall:

- a carry out the Inspection Service with all due care in a safe manner
- b comply with the Insured's safe systems of work as notified to the Competent Person
- c provide the Inspection Service within Normal Working Hours
- d give the Insured reasonable prior notice of its intention to attend Sites and where applicable, advise the Insured of the need to prepare the Plant for Inspection
- e produce a report as soon as is reasonably practicable and in any event not later than 14 days following completion of an Inspection.

### 2 the Inspection Company may:

- a appoint sub-contractors to carry out the whole or any part of the Inspection Service when absolutely necessary to maintain the service
- b decline to carry out an Inspection if in its opinion, to do so would pose a risk to the health, safety or welfare of the Competent Person or to the Insured or to any other person who may be affected
- c make a charge in addition to the Fee shown in the Schedule if:
  - i the Insured requests and the Inspection Company agrees to carry out an Inspection outside Normal Working Hours
  - ii for safety reasons more than one Competent Person is necessary to carry out the Inspection
  - iii the Insured requires Inspection reports in paper form or requires a special reporting regime
  - iv the Insured requires the Competent Person to undertake induction sessions, training or to comply with permit to work or other risk assessment regimes or procedures specific to the Insured's own health, safety and welfare procedures of which the Inspection Company was not made aware when the Policy was established or renewed
  - v the Insured fails to prepare or make the Plant available to the Competent Person on an agreed pre-appointed date and time

- vi the Competent Person is delayed from commencing an Inspection by more than 15 minutes because the Insured has failed to comply with their obligations under Inspection Service Condition 3 of this Policy
- vii the Competent Person is delayed from leaving the Sites by the Insureds requirements for services including but not limited to on-site meetings, verbal or written reports that are additional to the Policy.

### 3 the Insured shall:

- a provide the Competent Person with:
  - i safe access to the Sites
  - ii a safe working environment on the Sites
  - iii a safe physical means by which to gain access to carry out the Inspection of the Plant
- b properly prepare, clean, cool, decommission and dismantle the Plant as necessary to enable the Competent Person to carry out the Inspection
- c reassemble the Plant following completion of the Inspection
- d co-operate with and upon request provide the Competent Person with such information and data relating to the Plant as he requires to conduct the Inspection Service
- e provide the Inspection Company with a minimum of two working days notice in writing of the intention to cancel or postpone a planned Inspection. When such notice is not provided, the Inspection Company shall be entitled to charge up to a maximum of one man-day at the Inspection Company's standard rate
- f notify the Inspection Company either on or before the renewal date of the Policy of its intention to renew such Policy. In the event that the Insured decides to allow the Policy to lapse but fails to notify the Inspection Company prior to any Inspection Service being undertaken, the Insured shall be liable to pay for the Inspection Company's fee.

# Inspection Service Conditions (continued)

Where an Inspection Service is provided

## 4 Fees – the Inspection Company and the Insured agree that:

- a the Insured will pay the sum shown in the Schedule as the amount payable for the Inspection Service (the Fee)
- b the Fee for the Inspection Service is calculated on Inspected Plant for which Inspection is required as notified to the Insurers by the Insured at the start of the Period of Insurance
- c the Insured may add or delete individual items of Inspected Plant from the Plant Schedule during the Period of Insurance
- d the Fee will be adjusted at the end of the Period of Insurance to take account of any Inspected Plant added or deleted during the Period of Insurance
- e the Insured will pay or the Insurers will refund the difference between the Fee and the adjusted Fee as the case may be
- f the Fee for the Inspection Service shall be subject to value added tax at the appropriate rate.

## 5 Termination of Inspection Service

- a The Inspection Company may terminate the Inspection Service on thirty days notice. If the Insured has paid the Fee for the Inspection Service in full the Insured shall be entitled to a refund of the Fee in respect of Inspections outstanding.
- b Either the Insured or the Inspection Company may terminate the Inspection Service by giving written notice to the other if the other:
  - i commits any breach of the Inspection Service Conditions and fails to remedy the breach within thirty days after being required to do so
  - ii goes into liquidation
  - iii (in the case of an individual or partnership) the individual or individuals become(s) bankrupt make(s) a voluntary arrangement with their creditors or has/have a receiver or administrator appointed.

## 6 Confidentiality

- a Regarding the Inspection Service and unless otherwise agreed, each Party shall keep confidential the terms of the Policy and all information that it may acquire in relation to the business or affairs of the other Party. Neither Party shall use the other Party's information for any purpose other than to perform its obligations under this Policy.
- b The Inspection Company shall in the case of a:
  - i merger between two or more Insured Clients or the purchase of one Insured Client by another, make the Inspection information available to all relevant parties subject to approval in writing from the principal Insured client or new owner or their appointed Agent
  - ii de-merger or sale where all parties remain Inspection Policy Holders, make the Inspection information available to all relevant parties subject to approval in writing from the organisation holding the original Policy rights.

## 7 Indemnity

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

# Inspection Service Conditions (continued)

## 8 Liability for Defective Services

- a In substitution for all rights which the Insured would or might have but for the Inspection Service the Inspection Company undertakes that if an Inspection is performed in a defective or erroneous manner then the Inspection Company will at their discretion either credit to the Insured the Fee paid by the Insured and attributable to the Inspection or re-perform the Inspection (other than the time of performance).
- b Except in the case of death or personal injury caused by the Inspection Company's negligence or in other circumstances where liability may not be so limited under applicable law the Inspection Company's liability under or in connection with the Inspection Service whether arising in contract tort negligence breach of statutory duty or otherwise shall not exceed the sum of £25,000,000 (twenty five million pounds).
- c Neither the Inspection Company nor the Insured shall be liable to the other party in contract tort negligence breach of statutory duty or otherwise for any loss damage costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover profits business or goodwill.

## 9 General

- a If any provision in the Inspection Service is held by any competent court to be unenforceable in whole or in part the validity of the other provisions and the remainder of the provision in question shall not be affected.
- b English Law will apply to the Inspection Service unless the Insured and the Inspection Company agree otherwise.

# Inspection Service 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.

Any enquiry or complaint you have regarding your Inspection Service should be addressed either to the office which issued the Policy document, or to your usual commercial or technical contact within the Inspection Company. Please have the details of your Policy ready and in particular your Policy Number to help us to deal with your enquiry speedily.

Should you be dissatisfied with the way in which a complaint has been dealt with, please contact the Regional Business Manager:

**Northern** 0161 831 3000 (including Scotland, N. Ireland and the Republic of Ireland)

**Midlands** 0121 200 1558

**Southern** 0207 264 1530

If you are still not satisfied, contact:

Essential Business Insurance Centre

PO Box 2934

Bristol

BS1 9ES

**Tel:** 01427 722407

**Fax:** 01428 724824

**Email:** [customer.services@allianzengineering.co.uk](mailto:customer.services@allianzengineering.co.uk)

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

## 3 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 Declarations

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

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

## 8 Adjustment of Premium

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

## 9 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

# Insurance Cover Claims Conditions

## 1 Claims Procedures

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

## 2 Options for Claims Settlement

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

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

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

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

Provided that

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

## 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 this Policy or if any loss or damage is caused by the wilful act or wilful neglect of the Insured all benefit under this Policy shall be forfeited.

## 4 Other Insurances

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

## 5 Subrogation

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

# Insurance Cover Claims Conditions (continued)

## 6 Arbitration

If any difference arises as to the amount paid under this Policy the difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of the award shall be a condition precedent to any right of action against the Insurers.

# Insurance 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 7 892 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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