

Terrorism

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 provided by this Policy runs concurrently with a General Cover Policy. This Insurance will be varied by clauses printed in the General Cover Policy Schedule.

Please read both the Terrorism and General Cover Policies together to ensure that you have the insurance cover required.

Terrorism

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.

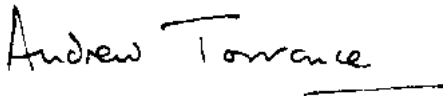
The proposal made to the Insurers by or on behalf of the Insured whether in writing or otherwise shall form the basis of the contract.

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

The Insurers will indemnify the Insured for

- a Damage
- b Consequential Loss

Occasioned by or happening through or in consequence of an Act of Terrorism within the Territorial Limits defined herein.

Provided always that the insurance by this Policy:

- a is subject to all the terms and conditions of the General Cover Policy except:
 - i the General Exclusions of the General Cover Policy other than the Terrorism exclusion.
 - ii where expressly varied within this Policy.
- b is subject to a maximum Period of Insurance of 12 months from inception or renewal.
- c runs concurrently with a General Cover Policy

Limit of Liability

The liability of the Insurers under this Policy in respect of any one Event and in the aggregate in any one Period of Insurance shall not exceed:

a the amount shown as the Limit of Liability in the Policy Schedule

or

b the amount shown as the Limit of Liability in the General Cover Policy

whichever is less.

Any provision for the automatic reinstatement of Limits of Liability sums insured or any one accident limit in the General Cover Policy shall not apply to this Policy.

Definitions

Territorial Limits

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor Northern Ireland the Isle of Man or the Channel Islands.

Any extension of the Insured Property or Locations provided by the General Cover Policy to situations outside these Territorial Limits does not apply to this Policy.

Act of Terrorism

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.

General Cover Policy

The Policy or Policies specified in the Equipment Schedule to this policy.

Schedule

The Equipment and Policy Schedules.

Event

All individual losses arising in respect of a continuous period of seventy two (72) hours of which the proximate cause is the same Act of Terrorism. The date and time that any such period of 72 hours shall commence will be set by the Insurers.

Insured Property

Property described in the Equipment Schedule to the General Cover Policy.

Damage

Loss of or damage to Insured Property as defined and insured by the General Cover Policy specified in the Schedule.

Consequential Loss

Additional Expenditure and / or Business Interruption Cover Options as defined and insured by the General Cover Policy specified in the Schedule.

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. The definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs.

Hacking

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

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for

- 1 the production or use of atomic energy
- 2 the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations

or

- 3 the storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor

Any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Exclusions

This Policy does not cover

1 Digital and Cyber Risks

any losses directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from or consisting of

Damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack;

or

Consequential Loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack.

2 Riot Civil Commotion and War

any losses occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

3 Excluded Property

any losses in respect of:

- a any Nuclear Installation or Nuclear Reactor.
- b any property insured by any form of Transit Aviation Marine Motor Insurance policy reinsurance policy or agreement whether such policy or agreement includes cover for an Act of Terrorism or not.
- c any other type of property specifically excluded within the General Cover Policy.

Special Conditions

1 Burden of Proof

In any action suit or other proceedings where the Insurers allege that any Damage or Consequential Loss resulting from Damage is not covered by this Policy the burden of proving that such damage or loss is covered shall be upon the Insured.

2 Long Term Undertaking

Any Long Term Agreement or Undertaking entered into by the Insured under the General Cover Policy does not apply to this Policy.

3 Applicable Law

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

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

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

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

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

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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