

Allianz Insurance plc

Contractors All Risks

Policy Wording



Allianz 

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Thank you for choosing
Allianz Engineering.

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

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

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

Important

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

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



Contractors All Risks

Allianz Insurance plc (referred to as ‘the Insurers’ or ‘the Insurer’) will indemnify or otherwise compensate the Insured named in the Schedule (referred to as ‘the Insured’) in accordance with and subject to the terms and conditions of this insurance in return for the Insured having paid or agreed to pay the Insurance Premium for the Period of Insurance.

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

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

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

For Allianz Insurance plc

A handwritten signature in black ink that reads "Jonathan Dye". The signature is written in a cursive style with a checkmark-like flourish at the beginning of the first name.

Jonathan Dye
Chief Executive

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

Definitions

Insured Property

Contract Works

The permanent works undertaken in the performance of the Contract and allocated to or incorporated in the works including:

- a** Temporary Works and
- b** Free Issue Materials

Contract Works does not include

- i** prototype experimental untried or unproven works or machinery
- ii** Contractors Plant
- iii** Temporary Buildings
- iv** Employees Effects
- v** Hired In Plant.

Temporary Works

Structures and their materials that are necessary for access to or support of the works and will

- a** be removed from the contract site on or before the date of completion of the works
- b** not normally be used again in connection with other Contracts.

Free Issue Materials

Materials supplied by the Employer or their agents for which the Insured is responsible under the terms of the Contract and for which the value has been declared to the Insurers.

Contractors Plant

Tools tackle plant and equipment belonging to the Insured or for which the Insured is responsible under a hire purchase or lease agreement.

Temporary Buildings

Site huts and other temporary accommodation and their contents (other than computer or other data processing equipment) belonging to the Insured or for which the Insured is responsible under a hire purchase or lease agreement.

Employees Effects

Tools and personal effects belonging to Employees but not motor vehicles precious metals or stones watches jewellery or money.

Hired In Plant

Tools tackle plant and equipment site huts and other temporary accommodation hired by the Insured and for which they are responsible under the terms of their hiring agreement or otherwise but not plant on hire purchase or subject to a lease agreement or on free loan.

Contract

The agreement under which the Contract Works are undertaken.

Contract Value

The awarded value of the Contract Works including the value of Free Issue Materials and all other costs associated with the completion of the Contract.

Employer

The party on whose behalf the Contract Works are undertaken (other than a director partner or Employee of the Contractor).

Employee

Any person under a contract of service or apprenticeship with the Contractor.

Contractor

The party undertaking the Contract Works on behalf of the Employer.

Territorial Limits

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

Testing

Testing means the application of power or driving force to an item of machinery prior to the introduction of feedstock or raw materials or the application of a load.

Commissioning

Commissioning means operational testing commencing either with the introduction into the Contract Works of feedstock or other materials for processing or handling or when supply to a system commences.

Commissioning does not include any processes involving chemical action or reaction unless the prior agreement of the Insurers has been obtained.

Definitions *continued*

Period of Insurance

Period from the effective date to the renewal date as shown in the Schedule.

Policy

The contract of insurance formed of the Policy wording Schedule and any proposal made by the Insured or on their behalf to the Insurers (whether or not such proposal is recorded in writing).

Cover One – Contract Works

Loss of or damage to the Contract Works described in the Schedule anywhere in the Territorial Limits occurring during the Period of Insurance

a Transit

while in transit other than by sea or air to and from the contract site (including incidental storage for a period not exceeding fourteen (14) days) from the commencement of loading on to transport vehicles until the completion of unloading at the destination.

b Contract Site

at the contract site until

- i** the issue of a certificate of completion or taking over certificate or
- ii** the completion of construction or
- iii** until taken into use

whichever is the earlier and for a further fourteen (14) day period where the Contractor is required to insure under the terms of the Contract.

c Maintenance

during the maintenance or defects liability period

- i** from a defect originating prior to the commencement of this period or
- ii** caused by the Contractor in the course of any operations they carry out at the contract site for the purpose of remedying any defects in the Contract Works or otherwise fulfilling the maintenance obligations under the terms of the Contract.

Provided that **c** above

- i** shall not exceed twelve (12) months from the issue of a certificate of completion or taking over certificate or completion of construction or being taken into use whichever is the earlier
- ii** applies to the extent that the Contractor is responsible under the terms of the Contract.

Cover One – Limit of Liability

The liability of the Insurers shall not exceed the lesser of

- a** the Contract Value plus the cost of any additions amendments or variations including the value of Free Issue Materials or
- b** the Limit of Liability shown in the Schedule

and in addition

- c** any amounts shown in the Extensions

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

The amount under **b** above may be increased by not more than 25% (twenty five percent) should the Contract Value plus the cost of any additions amendments or variations including the value of any Free Issue Materials exceed the Limit of Liability shown in the Schedule.

Cover One – Extensions

Cover One is extended to cover

1 Professional Fees

architects surveyors consulting engineers or other professional fees in accordance with those authorised by the appropriate professional body necessarily incurred in the reinstatement of the Contract Works following loss or damage for which the Insurers have admitted liability but not the cost of preparing a claim under this Policy.

2 Breakdown or Explosion

damage to new and unused machinery forming part of the Contract Works caused by electrical or mechanical breakdown or explosion.

This Extension shall continue for a period of

- a seven (7) days from the commencement of Testing of an individual item and
- b one (1) calendar month from the commencement of Commissioning.

3 Plans

the cost of materials and labour necessarily incurred to restore plans drawings and other documents held at the contract site following loss or damage for which the Insurers have admitted liability.

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

4 Fire Brigade Charges

the cost of charges arising from the activities of the Fire Brigade in dealing with the consequences of loss or damage for which the Insurers have admitted liability.

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

5 Offsite Storage

loss of or damage to Contract Works while in store at any location in the Territorial Limits other than the contract site for a period not exceeding six months.

Provided that

- a the Contract Works are ready for delivery to the contract site
- b allocation to an insured Contract can be proved
- c the value of the Contract Works in store at any one location shall not exceed the lesser of
 - i 25% (twenty five percent) of the Contract Value or
 - ii £250,000

unless the prior consent of the Insurers has been obtained.

6 Debris Removal

the cost necessarily and reasonably incurred by the Insured in

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

following damage for which the Insurers have admitted liability.

Provided that the liability of the Insurers shall not exceed 10% (ten percent) of the Contract Value.

Cover One – Extensions *continued*

Cover One is extended to cover

7 Public Authorities

the additional cost of reinstatement of the Contract Works following loss or damage for which the Insurers have admitted liability incurred solely to comply with building or other regulations under any Act of Parliament or with bylaws of any municipal local or European authority.

Provided that

- a** the Insurers shall not be liable for the cost incurred in complying with any of the regulations or by-laws
 - i** under which notice has been served on the Insured prior to the occurrence
 - ii** in respect of Contract Works not lost or damaged
- b** reinstatement must be started and carried out without unnecessary delay and must be completed within twelve (12) months following the loss or damage or within any other period the Insurers may allow
- c** the liability of the Insurers shall not exceed 10% (ten percent) of the Contract Value.

8 Speculative Building

loss of or damage to buildings constructed by the Insured other than under Contract

- a** for a period not exceeding one hundred and eighty (180) days for domestic buildings or ninety (90) days for commercial buildings following Practical Completion or
- b** until the date of sale occupation or hand over

whichever occurs first.

Practical Completion means the completion of construction apart from decorations finishes and fitments that will be chosen by the purchaser or tenant.

9 Expediting Expenses

the additional cost of overtime weekend and shift working payments plant hire charges express delivery including airfreight necessarily and reasonably incurred in expediting repair replacement or rectification following loss or damage for which the Insurers have admitted liability but excluding any cost solely to expedite the completion of any construction or installation of Insured Property not lost or damaged.

Provided that the liability of the Insurers shall not exceed 25% (twenty five percent) of the cost of repair replacement or

- 6** rectification had the additional cost not been incurred.

10 Joint Names or Multiple Insureds

indemnity to any party that is required under the terms of the Contract to be a joint named insured to this Policy.

If there is more than one insured party each operating as a separate and distinct entity then cover shall apply in the same manner and to the same extent as if individual policies had been issued to each party.

Provided that

- a** the total liability of the Insurers to all of the insured parties collectively shall not exceed the Limit of Liability
- b** any payment or payments by the Insurers to any one or more insured party shall reduce to the extent of that payment the Insurers liability to all parties arising from any one event giving rise to a claim under this Policy
- c** the insured parties shall at all times preserve any available contractual rights agreements and remedies in the event of loss or damage
- d** the Insurers shall be entitled to avoid liability to or claim damages from any of the insured parties in circumstances of fraud material misrepresentation material non-disclosure or breach of any Condition in this Policy each referred to in this clause as a vitiating act
- e** the Contract is performed in Great Britain Northern Ireland the Isle of Man or the Channel Islands.

It is however agreed that

- i** a vitiating act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a vitiating act
- ii** the Insurers agree to waive all rights of subrogation which they may have or acquire against any insured party except where the rights of subrogation arise from a vitiating act
- iii** any lenders to the project shall not be entitled to any indemnity under this Policy for loss or damage in respect of which the Insurers are by reason of a vitiating act no longer liable to indemnify any one or more other insured party.

Cover One – Exclusions

Cover One does not cover

1 Defective Design Material or Workmanship

loss of or damage to and the cost necessary to replace repair or rectify

- a** Insured Property which is in a defective condition due to a defect in design plan specification materials or workmanship of such Insured Property or any part thereof
- b** Insured Property lost or damaged to enable the replacement repair or rectification of Insured Property excluded by **a** above

Paragraph **a** above shall not apply to other Insured Property which is free of the defective condition but is damaged in consequence thereof.

For the purposes of this Policy and not merely this Exclusion the Insured Property shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Insured Property or any part thereof.

2 Existing Property

loss of or damage to any property which existed on the contract site prior to the commencement of the Contract Works.

3 Breakdown or Explosion

damage to any part of the Contract Works caused by its own electrical or mechanical breakdown or explosion other than provided for under Extension **2** Breakdown or Explosion.

4 Contract Conditions

loss or damage for which the Insured or any other insured party is not responsible under the terms of the Contract.

5 Wear and Tear or Deterioration

the cost of rectification of wear and tear erosion corrosion or other deterioration caused by or naturally resulting from ordinary work use or exposure but not damage insured by this Policy resulting from such occurrence unless otherwise excluded.

Cover One – Conditions

1 Series Loss

If the development or discovery of a defect in any part of the Contract Works shall indicate that a similar defect exists elsewhere in the Contract Works the Insured shall immediately investigate and if necessary rectify the defects in any Contract Works insured under this Policy at their own expense or alternatively bear the cost of all loss or damage arising out of the defect.

2 Consecutive Damage

For the purpose of interpreting the application of General Exclusion 1 Excess loss of or damage to Insured Property at any one location by storm tempest or flood in one continuous period of seventy two hours shall be dealt with as one accident or series of accidents arising from one occurrence.

3 Insured Contracts

This insurance applies to loss or damage occurring during the Period of Insurance to Contracts that are current at the start of the Period of Insurance or are commenced during the Period of Insurance. The liability of the Insurers shall cease

- a** at the end of the Period of Insurance if the insurance is not renewed or
- b** on cancellation of the insurance

whichever is earlier.

Cover Two – Owned Plant and Machinery

Loss of or damage to

- a** Contractors Plant and
- b** Temporary Buildings

anywhere in the Territorial Limits or

- c** Employees Effects on the contract site occurring during the Period of Insurance.

Provided that where Contractors Plant or Temporary Buildings have been loaned or hired out insurance under Cover Two is conditional on the terms of the loan or hire

- i** being no less onerous than the Model Conditions for the hiring of Plant approved by The Construction Plant-hire Association and
- ii** applying during transit to and while at the site until returned to or collected by the Insured.

Cover Two – Limit of Liability

The liability of the Insurers shall not exceed

- 1** in respect of Contractors Plant and Temporary Buildings
 - a** the Limit of Liability shown in the Schedule.
Provided that the liability of the Insurers for any individual item of Insured Property shall not exceed the market value of the item at the time of the loss or damage
and in addition
 - b** any amounts shown in the Extensions
- 2** in respect of Employees Effects the Limit of Liability shown in the Schedule
Provided that the liability of the Insurers for any individual Employee shall not exceed £1,000

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

Cover Two – Extensions

Cover Two is extended to cover

1 Damage to Security Devices

the cost incurred in repairing or replacing any immobiliser locating tracking or other security device permanently fitted to the Insured Property following loss or damage due to theft or attempted theft for which the Insurers have admitted liability.

Provided that

- a** the liability of the Insurers shall not exceed £1,000
- b** Exclusion 1 – Excess does not apply to this Extension.

2 Loss of Keys

the cost incurred in replacing the lock cylinder of any security device permanently fitted to any Insured Property following loss of or damage to the keys operating the security device.

Provided that

- a** The liability of the Insurers shall not exceed £1,000
- b** Exclusion 1 – Excess does not apply to this Extension.

3 Repair Cost Investigation

the cost incurred in repair investigations and tests by consulting engineers following loss of or damage to Insured Property for which the Insurers have admitted liability.

Provided that

- a** the prior written agreement of the Insurers has been obtained
- b** the liability of the Insurers does not exceed £25,000 during any one Period of Insurance
- c** the Insurers shall not be liable under this Extension for any cost incurred in preparing a claim under this Policy.

Cover Two – Exclusions

Cover Two does not cover

1 Breakdown or Explosion

loss of or damage to the Insured Property caused by its own electrical or mechanical breakdown or its own explosion.

2 Excluded Parts and Components

loss of or damage to cutting edges machine tools trailing cables flexible pipes driving belts and chains or conveyor bands unless accompanied by the loss of or damage to the complete item.

3 Materials Processed or Foreign Bodies

loss or damage caused by materials processed or treated by the Insured Property or foreign bodies entering the Insured Property with the materials.

4 Tyres

loss of or damage to tyres by the application of brakes or by punctures cuts or bursts.

5 Maintenance Faulty Workmanship or Application of Tools

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 caused by the direct application of tools.

6 Overloading or Abnormal Conditions

damage to any item of

- a** Contractors Plant Temporary Buildings or Employees Effects caused by or arising from 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 BS7121 including any subsequent amendments or revisions
- b** Contractors Plant during overload testing in accordance with the Code of Practice for the Safe Use of cranes BS7121 including any subsequent amendments or revisions and caused by or arising from a defect in the item.

7 Wear and Tear or Gradual Deterioration

the cost of rectification of

- a** 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.

Cover Three – Hired In Plant

The Insureds' legal liability under the terms of their hiring agreement or otherwise to pay

- a** compensation for loss of or damage to Hired In Plant anywhere in the Territorial Limits during the Period of Insurance
- 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 be liable where legal proceedings have been defended with the written consent of the Insurers.

Provided that the liability of the Insurers under Cover Three for

- a** loss or damage and continuing hire charges in respect of any Hired In Plant which is more than one year old shall be no more than the liability which would be incurred under the Model Conditions for the hiring of Plant approved by The Construction Plant-hire Association.
- b** loss of or damage to Hired in Plant while loaned or hired out is conditional on the terms of the agreement under which the loan or hiring out takes place being no less onerous than the terms under which the Hired In Plant has been hired by the Insured unless otherwise agreed by the Insurers.

Cover Three – Limit of Liability

The liability of the Insurers 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.

Cover Three – Exclusions

Cover Three does not cover

1 Tyres

loss of or damage to tyres by the application of brakes or by punctures cuts or bursts.

2 Overloading or Abnormal Conditions

damage to any item of Hired In Plant

- a** caused by or arising from 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 BS7121 including any subsequent amendments or revisions
- b** during overload testing in accordance with the Code of Practice for the Safe Use of cranes BS7121 including any subsequent amendments or revisions and caused by or arising from a defect in the item.

3 Wear and Tear or Gradual Deterioration

the cost of rectification of

- a** 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.

General Extensions

This Policy is extended to cover

1 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.

2 Avoidance of Impending Damage

the cost incurred by the Insured in taking exceptional measures that are reasonable to avoid or reduce impending loss or damage which would have resulted in a claim under this Policy.

Provided that

- a** the impending loss or damage did not arise from any defect in the Insured Property
- b** the impending loss or damage did not arise from a reasonably foreseeable cause
- c** the loss or damage would have been the natural outcome to be expected in the absence of the measures taken
- d** the Insurers are satisfied that loss or damage which would have been insured under this Policy has been avoided or reduced in consequence of the measures taken
- e** the liability of the Insurers shall not exceed the cost which would have been incurred had the measures not been taken and loss or damage insured by this Policy had occurred.

3 Additional Cost (Supplementary Expenses)

necessary and reasonable cost incurred by the Insured following loss or damage insured by Covers Two and Three of this Policy in effecting a temporary repair or expediting a permanent repair.

Provided that

- a** the agreement of the Insurers has been obtained
- b** the liability of the Insurers shall not exceed £10,000.

4 Recovery of Immobilised Plant

the cost of recovery of any mobile item of Insured Property insured by Covers Two or Three of this Policy which becomes unintentionally and accidentally immobilised due to adverse ground conditions.

Provided that all reasonable precautions are taken

- a** to prevent immobilisation where it is known that ground conditions are such that unintentional and accidental immobilisation is possible.
- b** in the planning and execution of recovery.

The limit of liability under this Extension shall not exceed the lesser of

- i** the market value of the item at the time of the immobilisation or
- ii** £25,000.

The Insurers shall not be liable under this Extension in respect of

- 1** any item situated underground or situated in or under water
- 2** immobilisation caused directly or indirectly by the items own electrical or mechanical breakdown or its own explosion
- 3** immobilisation caused directly or indirectly by failure to maintain Insured Property in accordance with the manufacturers and/or suppliers requirements and recommendations
- 4** avoidable loss or damage caused by or during the process of recovery.

General Exclusions

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

1 Excess

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

2 Sea or Air Transit

loss or damage occurring during transit by sea or air.

3 Scratching

the scratching scouring or spoiling of glass painted polished smooth or similar finished surfaces but not damage insured by this Policy resulting from such occurrence unless otherwise excluded.

4 Inventory Loss or Unidentifiable Occurrence

loss of Insured Property

- a by its disappearance or by shortage if the disappearance or shortage is only revealed when an inventory is made
- b due to it being stolen or otherwise missing unless the loss is identifiable by the Insured with a specific occurrence which has been the subject of notification under the terms of the Claims Conditions and which has been reported to the Police.

5 Multiple Lifting Operations

damage to Insured Property arising out of 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.

6 Other Consequential Losses

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.

7 Money Legal or Promissory Documents

loss of or damage to Deeds Bonds Bills of Exchange Promissory Notes Cash Bank Notes Treasury Notes Cheques Postal Orders Stamps or Securities.

8 Motor Vehicles

loss of or damage to any mechanically propelled vehicle or an attached trailer.

This Exclusion does not apply to any vehicle that is

- a not licensed for road use and used in circumstances which do not require insurance under any road traffic legislation or
- b designed or adapted primarily for use as a tool of trade.

9 Vessels Craft Vehicles Devices Rigs or Platforms

loss of or damage to any

- a vessel craft vehicle or device designed to float on in or travel under or through water air or space
- b marine rig or marine platform
- c equipment mounted on and fixed to such vessel craft vehicle device rig or platform.

10 Pollution or Contamination

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

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

11 War and Kindred Risks

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

General Exclusions *continued*

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

12 Radioactive Contamination

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

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

13 Nuclear Site Risks

loss or damage caused by or consisting of or liability arising from loss or damage to any

- a** Nuclear Material
- b** Insured Property in connection with
 - i** any Contract for construction erection installation repair maintenance or decommissioning of
 - ii** any Contract in or on
 any building or plant that has been or is used or is designated to be used for the Production Use or Storage of Nuclear Material.

Definitions

Production Use or Storage of Nuclear Material means the production manufacture enrichment conditioning processing use storage handling or disposal of Nuclear Material.

Nuclear Material means

- i** nuclear fuel (other than natural uranium and depleted uranium) capable of producing energy by a self sustaining chain process of nuclear fission outside a nuclear reactor either alone or in combination with some other material and
- ii** radioactive products or waste produced in or any material made radioactive by exposure to the radiation.

14 Computer Date Recognition

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

- a** correctly to recognise any date as its true calendar date
- b** to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c** to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but this Exclusion shall not apply to subsequent loss or damage arising from or caused by fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal which would but for the application of this Exclusion be insured by this Policy.

General Exclusions *continued*

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

15 Terrorism

loss or damage 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.

16 E Risks

loss of or damage 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

but this Exclusion shall not apply to subsequent loss or damage arising from or caused by fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal which would but for the application of this Exclusion be insured by this Policy.

General Conditions

1 Survey and Risk Improvement – Subjectivity Condition

It is a Condition of this Policy that

- a** the Insurers have the right to carry out a survey of the risks insured at any time mutually agreed with the Insured
- b** the Insured shall comply with all survey risk requirements stipulated by the Insurers within the completion time scales specified by the Insurers.

In the event that a risk requirement is not completed or risk requirement procedures are not introduced within the completion time scales specified by the Insurers then the Insurers reserve the right to either continue cover subject to alteration of the terms and Conditions of such cover or to suspend cover effective from the expiry of any time period specified by the Insurers for completion/introduction of the required survey risk improvements until such risk requirement is completed or risk requirement procedures introduced.

If the terms or Conditions of cover are amended by the Insurers then the Insured will have fourteen (14) days to accept or reject the revised basis of cover.

If the Insured elect to reject the revised basis of cover then the Insured will be entitled to a refund of premium provided that no claim has been made during the current Period of Insurance.

If the Insurers exercise the right to suspend cover then the Insured will be entitled to a refund of premium in respect of such period that cover is suspended provided that no claim has been made during the current Period of Insurance.

All other terms and Conditions of this Policy shall apply to the extent that they are not in conflict with this Condition.

2 Observation of Policy Terms

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

3 Fair Presentation of the Risk

- a** The Insured must make a fair presentation of the risk to the Insurers at inception renewal and variation of the Policy.
- b** The Insurers may avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is
 - i** deliberate or reckless or
 - ii** of such other nature that if the Insured had made a fair presentation the Insurers would not have issued the Policy.

The Insurers will return the premium paid by the Insured unless the failure to make a fair presentation is deliberate or reckless.

- c** If the Insurers would have issued the Policy on different terms had the Insured made a fair presentation the Insurer will not avoid the Policy (except where the failure is deliberate or reckless) but the Insurers may instead
 - i** reduce proportionately the amount paid or payable on any claim the proportion for which the Insurers are liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurers would have charged had the Insured made a fair presentation and/or
 - ii** treat the Policy as if it had included such additional terms (other than those requiring payment of premium) as the Insurers would have imposed had the Insured made a fair presentation.

For the purposes of this clause references to

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

General Conditions *continued*

4 Alteration In Risk

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

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

Upon being notified of any such alteration the Insurers may at their absolute discretion

- i** continue to provide cover under this Policy on the same terms
- ii** restrict the cover provided under this Policy
- iii** impose additional terms
- iv** alter the premium
- v** cancel the Policy.

If the Insured fails to notify the Insurers of any material alteration of the risk the Insurers may

- 1** treat the Policy as if it had come to an end as at the date of the alteration of the risk returning a proportionate amount of the premium for the unexpired Period of Insurance if the Insurers would have cancelled the Policy had they known of the increase in risk
- 2** treat the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Insurers would have applied had they known of the increase in risk
- 3** reduce proportionately the amount paid or payable on any claim the proportion for which the Insurers are liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurers would have charged had they known of the increase in risk.

5 Reasonable Precautions

It is a condition precedent to the liability of the Insurers that

- a** the Insured shall take all reasonable precautions to safeguard the Insured Property against loss or damage and
- b** the Insured shall maintain the Insured Property in an efficient condition and take all reasonable steps to ensure that all Government and other regulations relating to the operation and use of the Insured Property are observed.

6 Suspension of Cover

If work on a contract site shall cease for a period in excess of ninety consecutive days the indemnity provided by the Insurers for loss of or damage to Insured Property on that contract site shall be suspended at the end of the ninetieth day unless specifically agreed by the Insurers and stated in this Policy.

7 Cancellation

Other than where Claims Condition **3** applies the Insurers may cancel this Policy by giving the Insured thirty (30) calendar days notice in writing at their last known address. Provided the premium has been paid in full and no claim has been made during the Period of Insurance the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance.

If the premium for this Policy is paid by instalments and in the event that the Insured fails to pay one or more instalments whether in full or in part the Insurer may cancel the Policy by giving the Insured fourteen (14) calendar days notice in writing at their last known address.

8 Declarations

Where the premium is a deposit and has been calculated on estimates supplied by the Insured they shall keep an accurate record of information on matters for which estimates have been given.

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

General Conditions *continued*

9 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 subject to the minimum premium retention shown in the Schedule or if no amount is shown in the Schedule 75% (seventy five percent) of the deposit premium.

10 Joint Code of Practice

The Insured undertakes to comply with The Joint Code of Practice for the Protection from Fire of Construction Sites and Buildings Undergoing Renovation Seventh Edition dated May 2009 or a subsequent edition or version (referred to as The Joint Code).

The Insurers shall have the right at all reasonable times to enter and inspect the contract site for the purpose of checking whether the conditions comply with The Joint Code.

In the event of a breach of The Joint Code the Insurers will inform the site management of the Contractor specifying the nature of the breach the remedial measures required by the Insurers and the period within which these must be completed.

Where the Insurers consider a breach is of sufficient importance written notice shall be sent to the Employer and the Contractor at their respective addresses by registered post recorded postal delivery facsimile transmission or by hand.

The notice may suspend or cancel cover thirty (30) days from the date of the notice.

It being understood that following suspension cover shall be reinstated when the Insurers are satisfied that remedial measures have been completed.

In the event of cancellation the Insurers agree to return to the Insured a pro-rata proportion of the relevant part of the Policy premium.

11 Law and Language Applicable

Unless the Insurers agree otherwise

- a** the language of the Policy and all communications relating to it will be in English and
- b** all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

12 Assignment

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

13 Conditions Precedent

If the Insured does not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent) the Insurers will not pay for any claim except that where the condition concerned

- a** operates only in connection with particular premises or Locations the Insurers will pay for claims arising out of an event occurring at other premises or Locations which are not specified in the condition
- b** operates only at particular times the Insurers will pay for any claim where the Insured shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the loss damage cost or legal liability which occurred
- c** would if complied with tend to reduce particular types of loss damage cost or legal liability or as the context may require liability the Insurers will pay for any claim where the Insured shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the loss damage cost or legal liability which occurred.

Claims Conditions

1 Claims Procedures

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

- a** at their own expense deliver to the Insurer
 - i** within thirty (30) calendar days after such occurrence (seven (7) calendar days in the case of loss or damage by riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons or theft) or such further time as the Insurer may allow in writing
 - 1** full information in writing of the Insured Property and the amount of loss or damage
 - 2** details of any other insurances on the Insured Property covered by this Policy
 - ii** all such proof and information relating to the claim as may reasonably be required
 - iii** if required a statutory declaration of the truth of the claim and of any matters connected with it
- b** preserve any damaged or defective parts of 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 notice 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 on the Insured by any third party forward every claim writ or other document immediately and unacknowledged to the Insurers
- f** not pay or offer or agree to pay any money or make any admission of liability without the prior consent of the Insurers
- g** 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 that which 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 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 the Insured Property the Insurers shall be liable for the value of that part plus the cost of any necessary removal and installation 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.

Claims Conditions *continued*

3 Fraud

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

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

the Insurers will

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

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

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

4 Other Insurances

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

5 Subrogation

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

6 Arbitration

If any difference arises as to the amount 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.

Claims Conditions *continued*

7 Housing Grants Construction and Regeneration Act 1996

In the event of a construction contract dispute being referred to an adjudication procedure that complies with the provisions of the Housing Grants Construction and Regeneration Act 1996 the following terms and conditions will apply.

- a** If a dispute relates to loss or damage which may be the subject of a claim under this Policy
 - i** the Insured shall forward to the Insurers within three working days of receipt or as soon as reasonably practicable notice of an intention by another party to refer the dispute to adjudication
 - ii** the Insured shall provide prior notice to the Insurers of any intention by them to refer any dispute to adjudication.
- b** The Insured shall co-operate with the Insurers in the conduct of the adjudication. Appointments made by the Insurers shall be at the Insurers expense.
- c** The Insured shall not accept an award made by the adjudicator to the dispute as being final without the prior consent of the Insurers.
- d** The Insurers will indemnify the Insured against a partial or full award made by the adjudicator to the extent that this Policy allows.
- e** Payment made by the Insurers in respect of an award shall be made without prejudice to any rights of subrogation that the Insurers may possess.
- f** The Insured shall institute legal proceedings or arbitration in accordance with the terms of the original Contract to challenge or reopen or stay the enforcement of such adjudicators decision if reasonably requested to do so by the Insurers. The Insurers will appoint appropriate advisers as they deem necessary to have appropriate conduct of the proceedings. Any of these measures taken shall be at the Insurers expense.

All other terms and Conditions of this Policy shall apply to the extent that they are not in conflict with this clause.

8 Repairable Damage

The Insurers will not make a deduction for wear and tear against the cost of repairable damage to Contractors Plant or Temporary Buildings less than twelve (12) months old provided that the cost of repair does not exceed the market value of the item at the time of the loss or damage.

Complaints Procedure

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

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

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

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

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

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

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

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

Website: www.financial-ombudsman.org.uk
Telephone: 0800 0234567 or 0300 1239123
Email: complaint.info@financial-ombudsman.org.uk

Using our complaints procedure or contacting the FOS does not affect your legal rights.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: customer.satisfaction@allianz.co.uk.

Alternatively, you can contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme

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

You (the Insured) may be entitled to compensation from the FSCS if we (the Insurers) are unable to meet our liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Data Protection

Allianz Insurance plc together with other companies within the Allianz SE group of companies ('Allianz Group') may use the personal and business details you (the Insured) have provided or which are supplied by third parties including any details of directors officers partners and employees (whose consent you must obtain) to:

- provide you with a quotation, deal with the associated administration of your Policy and to handle claims;
- search credit reference, credit scoring and fraud agencies who may keep a record of the search;
- share with other insurance organisations to help offset risks, administer your Policy, for statistical analysis and to handle claims and prevent fraud;
- support the development of our business by including your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on our behalf.

Allianz Group may need to collect and process data relating to individuals who may benefit from the Policy ('Insured Persons') which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by Allianz Group and that this fact is made known to the Insured Persons.

Telephone calls may be recorded for our mutual protection, training and monitoring purposes.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager, Allianz Insurance plc, Haslemere Road, Liphook, Hampshire, GU30 7UN.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

By applying for and/or entering into this insurance Policy you will be deemed to specifically consent to the use of your data and your insurance Policy data in this way and for these purposes and that your directors, officers, partners and employees have consented to our using their details in this way.

Notifying a Claim

Claims under this Policy should be notified to the Insurers in accordance with the Claims Conditions of the Policy at the following Allianz Office.

Please provide your Policy number and as much information as possible about the claim:

Allianz Engineering
Claims Department
Haslemere Road
Liphook
Hampshire
GU30 7UN

Tel: 01483 265825

Email: claims@allianzengineering.co.uk

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

Allianz Engineering also provides the following covers:

Machinery

All Machinery
Machinery Movement
Machinery Options
Property Engineering

Contractors

Contractors Plant
Erection All Risks

Electronics

Computer
Electronic Equipment

Consequential Loss

Deterioration of Stock
Machinery Business Interruption

www.allianzengineering.co.uk

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ACEW1377_13 06.16

