

# iConstruct Contractors' Plant

Contractors Insurance policy



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You must read this policy together with **your** current **schedule** which gives precise details of the cover.

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(only if shown as Insured in the **schedule**)

# Customer service information

The insurance cover provided by this insurance policy is issued in accordance with the authorisation certain **underwriters** at **Lloyd's** and other Association of British Insurers member insurance companies have granted to Premco Underwriting under the terms of the contract(s), referenced in the **schedule**, between Premco Underwriting and the participating syndicate(s). This contract makes Premco Underwriting agent of the participating syndicate(s) and gives them the authority to perform certain acts on its behalf but does not affect **your** rights to claim or make a complaint. The participating insurance company and/or syndicate names are detailed below and on **your schedule**.

## About the Insurer(s)

The insurer(s) are referred to throughout this document in the first person as **we**, **us** and **our** and the insured(s) are referred to in the second person as **you**, **your** and **yours**.

This insurance is underwritten by AXIS Syndicate 1686 and by W. R. Berkley Syndicate 1967 at Lloyd's.

AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority (Firm reference number 754962). AXIS Managing Agency Ltd is registered at 52 Lime Street, London EC3M 7AF (Company Number 08702952).

W. R. Berkley Syndicate Management Ltd is the managing agent of W. R. Berkley Syndicate 1967 at Lloyd's and subject to the supervision of the Society of Lloyd's. W. R. Berkley Syndicate Management Ltd is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority (Firm reference number 568355). W. R. Berkley Syndicate Management Ltd is registered at 14th Floor, 52 Lime Street, London, EC3M 7AF (Company Number 07712472).

## About the Coverholder

This policy is a contract of insurance between **you** and **us**. **Your** policy has been underwritten on **our** behalf by Premco Underwriting.

Premco Underwriting is a trading style of Premier Commercial Ltd which is registered in Scotland, registration number 160330.

Registered address: Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH.

Premier Commercial Ltd trading as Premco Underwriting is authorised and regulated by the Financial Conduct Authority. FCA Registration Number 303287 and **you** can check this information is accurate on the Financial Services Register which is available to view online at <https://register.fca.org.uk>.

This contract makes Premco Underwriting **our** agent and gives them the authority to perform certain acts on **our** behalf but does not affect **your** rights to claim or make a complaint.

## Enquiries

If **you** have a general enquiry regarding **your** policy please contact **your** insurance agent in the first instance, the name of **your** insurance agent is detailed in the **schedule** issued with this policy. **You** can contact Premco Underwriting by calling them on 0330 165 2000 or by emailing [info@premco.co.uk](mailto:info@premco.co.uk).

## Things you must do

There are conditions contained in this policy which are conditions precedent to **our** liability to **you** to pay a claim intimated by **you** under the cover provided by this policy. If **you** breach any of these conditions, **we** can deny **your** claim or reduce the amount **we** will pay to **you** if **your** non-compliance has had a material effect on the claim.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** could be entitled to compensation from the scheme if **we** cannot pay a claim to **you** under this policy. If **you** are entitled to compensation under the scheme, how much compensation **you** would receive would depend on the nature of this policy. **You** can get more information about the scheme from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY and on their website at [www.fscs.org.uk](http://www.fscs.org.uk).

## Conformity

When **you** read the policy, **you** will find that some items can be singular or plural, feminine, or masculine. This clause is designed to correct this. Words in the singular includes the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to 'a person' will also include any individual, company, partnership, or any other legal entity. References to a statute law also includes all its amendments or replacements.

# Customer service information

## Several Liability Clause

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that underwrites this contract. The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract. In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that underwrites this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion can be obtained by writing to Market Services, Lloyd's, at the above address. Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this must be read as a reference to contracts in the plural.

# Customer service information

This Introduction, the Customer service information, the General definitions, General conditions, General exclusions, Sections, Section extensions, the **schedule** and any endorsements all form part of this insurance policy.

## IMPORTANT REMINDER

It is important that:

- **You** check that the information **you** have given **us** is accurate and up to date – See the Customer service information section for more details.
- **You** read the policy and understand its contents, if **you** do not understand any aspect please contact **your** insurance advisor.
- **You** comply with **your** duties under each section and under the insurance as a whole.
- **You** check that the sections **you** have requested are included in the **schedule**.

This policy must be kept in a safe place. **You** will need to refer to it if **you** have to make a claim.

This section contains important information about how **we** will deal with claims under this policy and the information **you** have given **us**.

### Information you have given us

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you**, or **your** appointed agent acting on **your** behalf, have given **us**. **You** must take care when answering any questions, **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information, **we** will treat **your** policy as if it never existed and decline all claims. **We** are entitled to keep any premium already paid by **you** in this situation.

If **we** establish that **you** provided **us** with false, incomplete, or misleading information, but this was neither deliberate nor reckless, it can adversely affect **your** policy and any claim.

For example:

- Where **we** could have accepted the risk and offered **you** an insurance policy, but **we** would have charged a higher premium, **we** will only pay a percentage of any claim that **you** make under the policy. **We** would do this by considering the premium **we** charged as a percentage of the higher premium **we** would have charged and then paying **you** the equivalent percentage of any claim.  
  
So, as an example: if the premium **we** charged was £250 (two hundred and fifty pounds) and the higher premium **we** would have charged was £1,000 (one thousand pounds), then the premium **we** actually charged represents twenty five percent of the higher premium **we** would have charged, and **we** will only pay 25% (twenty five percent) of any claim.
- **We** will treat this policy as if it had never existed and refuse to pay all claims and return the premium. **We** will only do this if the false, incomplete, or misleading information means that **we** provided **you** with insurance cover when **we** would not otherwise have offered it at all had the risk been fairly presented.
- If **we** would have written the risk on different terms, had it been fairly presented, **we** will amend the policy to include these terms. **We** will apply these amended terms as if they were already in place before a claim is made.
- **We** can cancel **your** policy in accordance with its cancellation provisions.

**We** will write to **you** if **we**:

- Intend to treat **your** policy as if it never existed; or
- amend the terms of **your** policy; or
- reduce **your** claim in accordance with the above.

If **you** become aware that information **you** have given **us** is inaccurate or incomplete, **you** must inform **us** without delay, your insurance agent will assist you with this contact..

# Customer service information

## Data Protection

**We** act as the **Data** Controller. How **we** use and look after the personal information is set out below.

Information can be used by **us**, the coverholder, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **us** to process **your** personal information to enable the performance of the insurance contract, to administer **your** policy of insurance and/or handle any insurance claim **you** submit to **us** under this policy. The processing of **your** personal **data** could also be necessary to comply with any legal obligation **we** have and to protect **your** interest during the course of any claim.

## What we process and share

The personal **data** **you** have provided, **we** have collected from **you**, or **we** have received from third parties include **your**:

1. Name; date of birth, residential address and address history.
2. Contact details such as email address and telephone numbers.
3. Financial and employment details.
4. Identifiers assigned to **your** computer or other internet connected device including **your** internet protocol (IP) address.
5. Health or criminal conviction information.
6. Vehicle or household details.
7. Any information which **you** have provided in support of **your** insurance claim.

You may view the **Data** Protection policy of AXIS Managing Agency Ltd by visiting <https://axiscapital.com/who-we-are/about-axis/privacy-policy>. This will provide you with full details of how **we** will use and manage **your** personal information.

**We** receive information about **you** from the following sources:

- **Your** insurance agent.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, claims handling agents, witnesses, the Police (about incidents) and solicitors.
- Directly from **you**.

**You** acknowledge that **we** if requested **we** can be required as a matter of law or regulation to disclose Personal **Data** provided to **us** to a Court of law or regulatory body such as the Prudential Regulatory Authority, the Financial Conduct Authority, Lloyd's of London, the Employers' Liability Tracing Office or any other public body or authority of competent jurisdiction and **you** consent to any such disclosure.

**We** will not pass **your** information to any third parties except to enable **us** to process **your** claim, prevent fraud and comply with legal and regulatory requirements. In which case **we** will need to need to share **your** information with the following third parties:

- solicitors or other claims handling agents appointed by **us** or by **you**
- underwriters and reinsurers
- fraud and crime prevention agencies, including the Police
- other suppliers carrying out a service on **our**, or **your** behalf.

**We** will not use **your** information for marketing further products or services to **you** or pass **your** information on to any other organisation or person for sales and marketing purposes without **your** consent.

## Data Retention

**We** will hold **your** details for up to seven years after the expiry of **your** policy, complaint and/or claims settlement.

## Your rights

**Your** personal **data** is protected by legal rights, which include **your** rights to:

- object to **our** processing of **your** personal **data**.
- request that **your** personal **data** is erased or corrected.
- request access to **your** personal **data** and date portability.
- complain to the Information Commissioner's Office, which regulates the processing of personal **data**.

**You** can request to see what **data** **we** hold about **you**, there is no charge for this service.

If **you** have any questions about **our** privacy policy or the information **we** hold about **you** please contact Premco Underwriting by telephone on 0330 165 2000 or by writing to Premco at Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH or by emailing [info@premco.co.uk](mailto:info@premco.co.uk).

## Headings

The section headings used in this policy are for reference purposes only and will not affect the meaning or interpretation of the policy.

# General definitions

The following definitions apply in all sections of this policy unless otherwise stated. Each time one of the words below is used it will have the same meaning wherever it appears in the policy, **schedule**, endorsements or conditions. To help identify these words they will appear in **bold** in the policy wording.

## Business

The **business** activities as described in the **schedule** and which includes:

1. The ownership repair and maintenance of **your own property** or **contractors' plant and equipment**.
2. The provision and management of canteen social sports and welfare activities for the benefit of **you** or **your employees**.
3. The provision and management of first aid fire security and ambulance services.
4. The performance of private duties carried out by **your employees** with **your** written consent for any director partner or senior official of **yours**.

No other **business** for the purposes of this insurance.

## Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation of a virus, bacterium, parasite, or other organism, whether deemed living or not; and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
3. the disease, substance or agent can cause or threaten **damage** to human health or human welfare or can cause or threaten **damage** to, deterioration of, loss of value of, marketability of or loss of use of **property** or **contractors' plant and equipment** insured by this insurance.

## Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system and including any associated input, output, **data** storage device, networking equipment or back up facility.

## Contractors' plant and equipment

Driven equipment comprising large tracked and wheeled machines greater than 3 tonnes, driven equipment comprising compact and smaller driven equipment less than 3 tonnes, non-driven equipment and towed plant with axle, non-driven mobile/portable attachments and equipment, power tools and non-powered items.

## Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

## Cyber incident

Means:

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

## Cyber loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**.

## Damage

Physical loss, destruction of or **damage** to the **property** or **contractors' plant and equipment** insured.

## Data

Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical **data processing** or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of such equipment.

## Data processing

Any computer or **data processing** equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

# General definitions

## Employee

Any person who is:

1. Under a contract of service or apprenticeship with **you**; or
2. a labour master or supplied by a labour master; or
3. employed by labour only sub-contractors; or
4. self-employed and working for **you** and under **your** control; or
5. hired to or borrowed by **you**; or
6. supplied to **you** for the purposes of study, work or training experience; or
7. a prospective **employee** who is undergoing practical work experience whilst being assessed by **you** as to his or her suitability for employment; or
8. a voluntary helper while working under **your** supervision and control in connection with the **business**; or
9. an outworker or homeworker employed under a contract to personally carry out any work in connection with the **business** while they are engaged in that work;

whilst working for **you** in the course of the **business**.

## Employees' Tools

Personal tools and effects the property of **your employees** other than motor vehicles, precious metals, precious stones, articles made from precious metals or precious stones or **money**.

## Excess

This is the first part of any claim that **you** will have to pay after the application of all other terms and conditions of the insurance including average (General condition 7).

## Injury

Bodily **injury** death illness disease or shock causing bodily **injury**.

## Money

Cash, bank and currency notes, postal and **money** orders, bankers' drafts, cheques, giro cheques, giro drafts, national giro payment orders, travellers cheques, crossed warrants, bills of exchange, securities for **money**, postage revenue, current postage stamps and unused postal franking machine units, national insurance and holiday with pay stamps, stamped national insurance and holiday with pay cards, national savings certificates, national savings stamps, saving stamps, **war** bonds, premium savings bonds, franking machine impressions, credit company sales vouchers, luncheon vouchers, trading stamps, VAT invoices, travel vouchers, travel tickets, airline tickets, uncrossed dividend warrants, consumer redemption vouchers, gift tokens, certificates of deposit and credit cards.

## Period of insurance

The period from the effective date shown in the **schedule** until the expiry date shown in the **schedule** both dates based upon Greenwich Mean Time and inclusive, or until cancelled. This includes any subsequent period for which **we** accept payment for renewal of this policy.

## Pollution

**Pollution** or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory and all loss, **damage** or **injury**, directly or indirectly caused by such **pollution** or contamination.

## Property

Material **property**.

## Schedule

The document showing the **property** or **plant and equipment** **we** are insuring and the cover which applies. To be read in conjunction with all other policy documentation' or words which more accurately describe the document..

## Terrorism

Any act whether involving violence or the use of force or not or the threat or the preparation 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) which is designed to or does intimidate or influence a de jure or de facto government or governmental organisation or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes and objectives.

## Unoccupied

Any building or part of any building which is **unoccupied** or not in use by **you** or any tenant of **yours** for more than thirty consecutive days.

## War

**War** is a phenomenon of organized collective violence that affects either the relations between two or more societies or the power relations within a society including absolute **war**, instrumental **war**, and agonistic fighting.

## We/us/our

The syndicates and insurance companies named in **your** insurance **schedule**.

## You/your/yours

The person or persons or corporate body named in the **schedule** and includes:

1. Any subsidiary company which is named in the policy **schedule** operating in or from premises in Great Britain, Northern Ireland the Channel Islands or the Isle of Man.
2. At **your** written request;



# General definitions

- 2.1. any director or **employee** of **yours** while acting on behalf of or in the course of his employment or engagement by **you** in respect of liability for which **you** would have been entitled to insurance under this policy if the claim against any such person had been made against **you**;
  - 2.2. any officer, member or **employee** of **yours**, social sports, welfare organisation, fire first aid or ambulance service representative operating in their respective capacity;
  - 2.3. any director partner or senior official of **yours** in respect of private work conducted by any **employee** of **you** for any such person with **your** consent.
3. In the event of **your** death **your** personal representatives in respect of liability incurred by **you** provided that such person must, as though he were **you**, observe fulfil and be subject to the terms exceptions conditions and endorsements of this insurance as far as they can apply.

# General conditions

The following are conditions of the insurance that **you** need to meet as **your** part of this contract to which this endorsement attaches. If **you** do not meet any of these conditions and that either causes a claim or contributes to a claim, **we** can reject that claim or payment in respect of that claim could be reduced. In addition to these general conditions which apply to all sections there are additional conditions which are applicable to the specific sections of this insurance which will appear in this document or in your Insurance Document:

## 1. Fair presentation of the risk

Before this insurance contract is entered into, **you** must make a fair presentation of the risk to **us**, in accordance with Section 3 of the Insurance Act 2015. In summary, **you** must:

- 1.1. Disclose to **us** every material circumstance which **you** know or ought to know. Failing that, **you** must give to **us** sufficient information to put a prudent Insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent Insurer as to whether to accept the risk, or the terms of the insurance (including premium); and
- 1.2. make the disclosure in clause (1) above in a reasonably clear and accessible way; and
- 1.3. ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

For the purposes of clause (1) above, **you** are expected to know the following:

- 1.4. If **you** are an individual, what is known to the individual and anybody who is responsible for arranging **your** insurance.
- 1.5. If **you** are not an individual, what is known to anybody who is part of **your** senior management; or anybody who is responsible for arranging **your** insurance.
- 1.6. Whether **you** are an individual or not, what should reasonably have been revealed by a reasonable search of information available to **you**. The information may be held within **your** organisation, or by any third party (including but not limited to the agent, subsidiaries, affiliates or any other person who will be covered under the insurance). If **you** are insuring subsidiaries, affiliates or other parties, **we** expect that **you** will have included them in **your** enquiries, and that **you** will inform **us** if **you** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

If **you** breach **your** duty of fair presentation before entering into this insurance contract, the remedies available to **us** are explained below.

- 1.7. If the breach is deliberate or reckless:
  - 1.7.1. **We** may avoid the contract and refuse to pay a claim; and
  - 1.7.2. **we** do **not** need to return any of the premiums paid.
- 1.8. If the breach is not deliberate or reckless, the remedy depends on what **we** would have done if **you** had complied with the duty of fair presentation:
  - 1.8.1. If **we** would not have entered into the contract at all, **we** may avoid the contract, refuse all claims or losses and return any premiums paid.
  - 1.8.2. If **we** would have entered into the contract but on different terms (other than terms relating to the premium), the contract will be treated as if it had been entered into on those different terms from the outset.
  - 1.8.3. If **we** would have entered into the contract but charged a higher premium, **we** may reduce the amount **we** pay for a claim by a proportional amount (and, if applicable, the amount already paid for previous claims). In these circumstances **we** will pay X% of the amount **we** would otherwise have been required to pay, where  $X = (\text{premium actually charged/higher premium}) \times 100$ .

If **you** breach **your** duty of fair presentation before entering into a variation to this insurance contract, the remedies available to **us** are explained below.

- 1.9. If the breach is deliberate or reckless:
  - 1.9.1. **We** may terminate the contract from the date the variation was concluded; and
  - 1.9.2. **We** do not need to return any of the premiums paid.
- 1.10. If the breach is not deliberate or reckless, the remedy depends on what **we** would have done if **you** had complied with the duty of fair presentation.
  - 1.10.1. If **we** would not have agreed to the variation at all, **we** may treat the contract as if the variation was never made and return any extra premium paid for that variation.
  - 1.10.2. If **we** would have agreed to the variation but on different terms (other than terms relating to the premium), the variation will be treated as if it had been entered into on those different terms.
  - 1.10.3. If **we** would have increased the premium by more than **we** did (or at all), **we** may reduce the amount **we** pay for a claim arising after the date of the variation by a proportional amount. In this circumstance **we** will pay X% of the amount **we** would otherwise have been required to pay, where  $X = (\text{premium actually charged/higher premium}) \times 100$ .
  - 1.10.4. If **we** would not have reduced the premium as much as **we** did (or at all), **we** may reduce the amount **we** pay for a claim arising after the date of the variation by a proportional amount. In this circumstance **we** will pay X% of the amount **we** would otherwise have been required to pay, where  $X = (\text{premium actually charged/higher premium}) \times 100$ .

## 2. Maximum sums payable

At any time, at **our** sole discretion, **we** can pay to **you** the maximum sum payable under this policy, or any lesser sums, for which any claim or claims can be settled. If **we** do this, **we** will not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment, this is so that in the event of a claim, such costs and expenses will not exceed an amount,

# General conditions

being in the same proportion as **our** payment to **you**, bears to the total payment made by **you**, or on **your** behalf, in settlement of the claim or claims.

## 3. Conditions precedent

There are conditions contained within the policy that are conditions precedent to **our** liability. If a condition precedent applies only to a particular section it will be shown under that section.

If **you** do not comply with any part of a condition precedent, **we** will not pay for any claim, except that where the condition precedent concerned:

- 3.1. Operates only in connection with specific premises or locations - **we** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition.
- 3.2. Operates only at specific times - **we** will pay for any claim where **you** show on the balance of probabilities that its non-compliance with the condition precedent did not cause or contribute to the **injury**, loss, **damage** or liability which occurred.
- 3.3. Would, if complied with, tend to reduce certain types of **injury**, loss, **damage** or liability - **we** will pay for any claim where **you** show on the balance of probabilities that non-compliance with the condition precedent did not cause or contribute to the **injury**, loss, **damage** or liability which occurred.

## 4. Care and prevention

It is a condition of this insurance that **you** take all care to prevent accidents and to maintain and keep in proper repair **your premises, property, contractors plant and equipment**, plant, machinery and everything used in the **business**. **You** must make good or remedy any defect or danger which becomes apparent, and take such additional precautions as the circumstances could require. **You** must also take all care to act in accordance with all statutory obligations and regulations and to employ only competent **employees**. If **you** do not do so **we** will reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.

**You** will at **your** own expense:

- 4.1. Take all reasonable precautions to prevent or reduce **damage**; and
- 4.2. cease any activity which could give rise to liability under this policy; and
- 4.3. maintain all buildings, furnishings, ways, works machinery, caravans and vehicles in good condition; and
- 4.4. exercise care in the selection and supervision of **employees**; and
- 4.5. remedy any defect or danger as soon as possible after discovery and in the meantime take such additional precautions as the circumstances could require; and
- 4.6. comply with all statutory requirements and other safety regulations imposed by any authority.

## 5. Cancellation

**We** can cancel this insurance by giving **you** fourteen days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- Non-payment of premium.
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover.
- Non-cooperation or failure to supply any information or documentation **we** request.
- Threatening or abusive behaviour or the use of threatening or abusive language.

If this insurance is cancelled then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium, subject to a deduction for any commission paid to **your** insurance agent. If **we** have paid any claim, or part of any claim, or a payment is pending to **you** in respect of a claim then no refund of premium will be given.

(**Your** cancellation rights are detailed on page Gen18).

## 6. Other insurance

If at the time of any claim there is, or but for the existence of this policy would be, any other insurance in favour of or purchased by **you**, or purchased on **your** behalf, applicable to any claim, **we** will not be liable under this policy to pay **your** claim except beyond a proportionate amount which would be payable under the other insurance had this policy not been purchased.

## 7. Average

If at the time of any **damage** the sum insured on any item of the **property** or **contractors plant and equipment** insured or consequential loss is less than the total value of such **property** or **contractors plant and equipment**, **you** will be considered as being **your** own insurer for the difference and **you** will bear a rateable share of the loss accordingly.

## 8. Insolvency

This insurance will be cancelled if:

- 8.1. The **business** is wound up, carried on by a liquidator or administrator, or permanently discontinued; or
- 8.2. **your** interest ceases otherwise than by death

at any time after the commencement of this insurance unless **we** agree it can continue.

## 9. Survey and Risk Improvement Requirements

It is a condition of this insurance that **you** permit **us** to survey **your premises** and **business** operations and that **you** will comply and continue to comply with all risk improvement requirements that have been notified to **you**, and agreed to by **you**, or on **your** behalf. If **you** do not do so **we** will reject, or be unable to deal with, **your** claim, or be unable to pay **your** claim in full.

# General conditions

## 10. Changes in circumstances

**You** must, without delay, give notice in writing of any change in the information **you** provided **us** with. If **you** do not do so **we** can reject, or be unable to deal with, **your** claim or be unable to pay **your** claim in full. Your insurance agent will assist you with notification.

## 11. Governing law

The laws of England and Wales will apply to this policy and any attached endorsements unless **we** agree otherwise with **you** in writing before issuing the policy. Any disputes arising under this policy will be subject to the exclusive jurisdiction of the courts of England and Wales.

## 12. Contract (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 (as amended or replaced from time to time) to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 13. Several liability

**Our** obligations under this policy are several and not joint and are limited solely to the extent of **our** individual subscription. **We** are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

## 14. Premium adjustment

If the premium payable under this policy is designated as provisional and has been calculated on estimates given by **you**. The premium is subject to adjustment upon disclosure of the actual values for the **period of insurance** in respect of the following;

- 14.1. turnover;
- 14.2. **contract works**;
- 14.3. value of owned plant;
- 14.4. hiring charges;

the actual premium will be calculated at the rates applicable on the amounts declared and if the actual premium differs from the provisional premium **you** will pay the difference upon expiry of the **period of insurance**, or, **we** will refund the difference subject to renewal of this insurance and a minimum retention of any minimum premium payable referred to in the **schedule**, or 75% of the provisional premium whichever is the greater.

**You** must keep an accurate record of all relevant particulars which will be available to **us** for inspection and within a reasonable time after the end of each **period of insurance**, **you** must supply to **us** an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by, or returned to, **you**.

If **you** do not supply such a statement within a reasonable time after the end of the **period of insurance**, **we** will be entitled to charge an additional premium in respect of that **period of insurance** equivalent to 20% of the provisional premium. If any balance of premium remain unpaid **we** will adjust the **period of insurance** proportionately to reflect the amount paid.

In the event of a default, the cancellation will be effective from the day the finance house advises **us** of the default.

## 15. Excess

**We** will not be liable for the amount of the **excess** stated in the **schedule** in respect of each and every loss calculated after the application of all other terms and conditions of this policy.

## 16. Identification

The policy, **schedule**, certificates and appendices are to be read together as one contract. Any word or expression to which a specific meaning has been given in any part of the policy, **schedule** or sections will have the same meaning wherever it appears unless **we** state otherwise.

## 17. Instalments

If **you** are paying the premium through a loan taken out with a finance house and **we** cancel the policy due to non-payment of an instalment or any other reason, any refund of premium will be made directly to the finance house.

In the event of a default, the cancellation will be effective from the day the finance house advises **us** of the default.

## 18. Tax

**You** will pay any tax due on the premium in accordance with current legislation.

## 19. Unoccupied premises

**We** must be notified in writing without delay of any **unoccupied** building or **unoccupied** portion of a building insured that becomes occupied or any occupied building which becomes **unoccupied** or partially **unoccupied**. An additional premium and terms will be applied if required. Your insurance agent will assist you with notification.

# General conditions

## 20. Security of unoccupied premises

It is a condition of this insurance that you ensure in respect of **premises unoccupied** for more than 30 days the following conditions are complied with unless otherwise agreed by **us** in writing:

- 20.1. All gas, water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes); and
- 20.2. all water tanks, apparatus, pipes and heating other than those connected to automatic sprinkler systems must be drained down; and
- 20.3. all reasonable precautions are taken to ensure that the buildings are secure against entry by intruders including;
  - 20.3.1. securely locking and fastening all doors and windows; and
  - 20.3.2. any letter boxes being sealed; and
  - 20.3.3. setting all security and alarm protections in full operation and ensuring that the protections are in proper working order; and
- 20.4. all waste refuse and other disused combustible materials will be cleared from the building and removed from the **premises** at least once a week; and
- 20.5. tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the buildings becoming **unoccupied**; and
- 20.6. the buildings must be inspected at least once every 7 days by **you** or **your** nominee in order to inspect the **premises** both internally and externally and to carry out any work necessary to maintain the above security arrangements. A record will be kept of such inspections; and
- 20.7. notice is to be given to **us** when any building becomes untenanted or **unoccupied** (or part); and
- 20.8. notice is to be given to **us** when any untenanted or **unoccupied** building (or part) is again occupied.

**You** can write to **us** at Premier Commercial Ltd, Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH and **you** can email **us** at [insure@premco.co.uk](mailto:insure@premco.co.uk).

**We** will not be liable for any **damage** or **injury** arising out of or in connection with any works of alteration, demolition, refurbishment or renovation.

## 21. Sanctions

**We** will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

# General exclusions

1. This policy does not cover failure of any **computer system**, whether or not owned by **you**, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any **computer system** relating to date or time compliance.
2. This policy does not cover any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or penalties in any other form.
3. This policy does not cover or provide any benefit where doing so would breach any sanction, prohibition or other restrictions imposed by law or regulation.
4. Any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment award or settlement either in whole or part) unless **you** have requested that there be no such limitation and have accepted the terms offered by **us** in granting such cover, which offer and acceptance must be subject to specific endorsement to this policy.
5. This policy does not cover any liability assumed by **you** under any express warranty, agreement or guarantee unless such liability would have attached to **you** irrespective of such express warranty, agreement or guarantee.
6. This policy does not cover death, disablement or **damage** to any **property** or **contractors plant and equipment**, any loss or expense resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by, contributed to or arising from:
  - 6.1. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or;
  - 6.2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components;
7. This policy does not cover **damage** directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
8. This policy does not cover:
  - 8.1. **Money**, jewellery, precious stones, precious metals (except where parts of machinery or tools) bullion, bonds, furs, curiosities, rare books, works of art, patterns, models, moulds, plans and designs; or
  - 8.2. **goods** held in trust or on commission, documents, manuscripts, **business** books, **computer systems**, records, explosives, video tapes or cassettes for sale or hire;unless specifically noted in the **schedule**.
9. This policy does not cover liability, **damage** or consequential loss directly or indirectly caused by or arising out of **terrorism**. In any action, suit or other proceedings where **we** allege that **damage** or consequential loss caused by **terrorism** is not covered by this policy. The burden of proving that such **damage** or consequential loss is covered will be upon **you**.
10. This policy does not cover **damage** or consequential loss in Northern Ireland occasioned by, happening through or in consequence directly or indirectly of civil commotion.
11. This policy does not cover any liability caused by or arising out of **pollution**.
12. **We** will not indemnify **you** against liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which has contributed concurrently or in a consequence of loss.

This exclusion does not apply to the accidental discovery of asbestos, or materials containing asbestos fibre, provided that without delay, upon discovery all handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, ceases and any subsequent handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, is carried out by qualified licensed subcontractors on terms which will indemnify **you** for all liability arising out of such work.
13. **Property or contractors' plant and equipment** cyber and **data** exclusion:
  - 13.1. Notwithstanding any provision to the contrary within this insurance, or any endorsement to this insurance, this insurance excludes any;
    - 13.1.1. **cyber loss**;
    - 13.1.2. loss, **damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**;regardless of any other cause or event contributing concurrently or in any other sequence of events.
  - 13.2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder will remain in full force and effect.
  - 13.3. This exclusion supersedes and, if in conflict with any other wording in the policy, or any exclusion, clause, endorsement, or condition, having a bearing on **cyber loss** or **data**, replaces that wording.
14. This policy does not cover **damage**, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence.

# General exclusions

15. **Communicable disease** exclusion
  - 15.1. This policy does not insure any loss, **damage**, liability, **injury**, claim, cost, expense, or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.
  - 15.2. For the purposes of this endorsement, loss, **damage**, liability, **injury**, claim, cost, expense, or other sum, includes, but is not limited to, any cost to clean up, detoxify, remove, monitor or test;
    - 15.2.1. for a **communicable disease**, or
    - 15.2.2. any **property, plant and equipment** insured hereunder that is affected by such **communicable disease**.
  - 15.3. This exclusion applies to all coverage extensions, additional coverages and exceptions to any exclusion.
16. **We** will not indemnify **you** under this insurance against liability arising from any work conducted at heights exceeding 10 (ten) metres from ground or floor level.
17. **We** will not indemnify you under this insurance against liability arising from work conducted at depths exceeding 2 (two) metres.
18. **We** will not indemnify **you** under this insurance against liability arising from or in connection with any hazardous work, hazardous work is defined as:
  - 18.1. Any work of demolition except demolition solely undertaken with handheld tools and of structures not exceeding 5 (five) metres in height when such work forms an ancillary part of a contract for construction alteration or repair; and
  - 18.2. roofing work of any nature and/or work on roofs including repair and construction of owned **premises**; and
  - 18.3. the construction alteration maintenance or repair of bridges viaducts towers steeples spires pylons or chimney shafts; and
  - 18.4. work involving underpinning pile driving quarrying tunnelling mines ships or blast furnaces; and
  - 18.5. the construction of basements;
    - 18.5.1. in excess of 2 (two) floors; and/or
    - 18.5.2. in excess of 50 (fifty) square metres;
  - 18.6. the use of explosives; and
  - 18.7. any work undertaken airside or on or in the immediate vicinity of aircraft; and
  - 18.8. the burning of debris, waste, or other discarded materials; and
  - 18.9. any work on or in;
    - 18.9.1. docks harbours or railways; or
    - 18.9.2. chemical or petrochemical works oil or gas refineries or storage facilities; or
    - 18.9.3. power stations or nuclear power stations; or
    - 18.9.4. new build **contract sites** exceeding four floors in post codes EC1-4, SW1, W1,W2, W9, W10, WC1, WC2 or E14;

# How to make a claim

If **you** wish to make a claim under any other section please contact:

**Premco Underwriting**

Stanhope House  
12 Stanhope Place  
Edinburgh  
EH12 5HH

**You** can telephone them on 0330 165 2000  
**You** can email them at [claims@premco.co.uk](mailto:claims@premco.co.uk)

**You** can download the relevant claim form from **our** website [www.premcoclaims.co.uk](http://www.premcoclaims.co.uk)



# Claims conditions

1. If **you** make a fraudulent claim under this insurance, **we**:
  - 1.1. Will not pay the claim; and
  - 1.2. may recover (from **you**) any sums already paid by **us** in respect of the fraudulent claim; and
  - 1.3. may terminate this insurance from the time of the fraudulent act.

If **we** exercise **our** right under point 1.3. above:

- 1.4. **We** will not pay any claim which occurs after the time of the fraudulent act; and
  - 1.5. will not **return** any of the premiums paid.
2. If **you** wish to intimate a claim under the terms of this policy the following conditions precedent to **our** liability will apply:
    - 2.1. it is a condition that **you** notify **us** as soon as possible of anything which could give rise to any claim being made against **you** and for which there could be liability under this policy. If **you** do not do so **we** can reject, or be unable to deal with **your** claim, or be unable to pay **your** claim in full. Details of how to give this notice are given on page GEN15.
    - 2.2. It is a condition that **you** notify **us** without delay, and certainly within seven days, when any claim is made against **you** (whether written or oral), and for which there could be liability under this policy. If **you** do not do so **we** can reject, or be unable to deal with **your** claim, or be unable to pay **your** claim in full. Details of how to report a claim are given on page GEN15.
    - 2.3. It is a condition that **you** advise **us** without delay, and certainly within seven days, if at any time **you** know of any impending prosecution, inquest, or fatal accident inquiry in connection with any claim or circumstance notified under 2.1 or 2.2 above. If **you** do not do so **we** can reject, or be unable to deal with **your** claim, or be unable to pay **your** claim in full. Your insurance agent will assist you with notification.
    - 2.4. It is a condition that **you** will, as soon as possible, provide **us** with such particulars and information as **we** will require in relation to any occurrence or claim notified to **us**, and forward to **us**, without delay, and certainly within seven days, every letter, claim form, writ, summons, process, or any other legal papers. If **you** do not do so **we** can reject, or be unable to deal with **your** claim, or be unable to pay **your** claim in full.
  3. **We** will be entitled to take over and conduct the defence or settlement of any claim in **your** name, and can choose to prosecute at **our** own expense and for **our** benefit any claim for insurance or damages against any other persons, and **you** agree to provide all information and assistance required. If **you** do not do so **we** can reject, or be unable to deal with **your** claim, or be unable to pay **your** claim in full. No admission of liability or offer, promise or payment can be made without **our** written consent.
  4. **We** will not pay any claim under this policy unless **you** have complied with the terms of condition 2.
  5. If **we** choose or are required to reinstate or replace any **property** or **contractors' plant and equipment**, **you** must at **your** own expense give **us** all such plans, documents, books and information as **we** will reasonably require.

**We** are not bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and are not in any case bound to pay out more than the sum insured on any item.
  6. In the event of any **damage** for which a claim is or could be made under this policy **we** and any person authorised by **us** can, without incurring any liability or diminishing **our** right to, rely upon any conditions of this policy enter, take or keep possession of the building or **premises** where the **damage** has happened and any **property** or **contractors' plant and equipment** insured under this insurance.

If **you** or anyone acting on **your** behalf does not comply with **our** requirements or hinders or obstructs **us** in doing any of the above, then all benefit under this policy will be forfeited. **You** are not in any case entitled to abandon any **property** or **contractors' plant and equipment** to **us** whether **we** take possession of it or not.

**You** or anyone acting on **your** behalf must not make any admission, offer, promise or payment without **our** written consent. **We** have the right to take over and conduct in **your** name the defence or settlement of any claim or to prosecute any claim in **your** name for **our** own benefit and **we** will have full discretion in the conduct of any proceedings and in the settlement of any claim.

**You** must give **us** all such assistance as **we** require.
  7. Any claimant under this policy must at **our** request and expense do and allow all such acts and things as **we** reasonably require for the purpose of enforcing any rights and remedies **we** have of obtaining recovery or indemnity from third parties, irrespective of whether **we** require this before or after **we** indemnify **you**.
  8. If any difference as to the amount to be paid under this insurance (liability being otherwise admitted) arises, it will be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is referred to arbitration the making of any award will be a condition precedent to any right of action against **us**.

# How to make a complaint

## Your right to complain

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** must, in the first instance, contact **us** or **your** agent where applicable. In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights.

**Your** insurance policy is underwritten for Lloyd's syndicate 1686 and Lloyd's syndicate 1967 by Premco Underwriting which is an Approved Coverholder at Lloyd's. If you wish to make a complaint about this insurance, you can contact:

AXIS Capital- Complaints Department

By email: [complaints@axiscapital.com](mailto:complaints@axiscapital.com)

By telephone: 0207 877 3800

By mail: 52 Lime Street, London EC3M 7AF

If **your** complaint cannot be resolved by the Complaints Department within two weeks, or if **you** have not received a response within two weeks **you** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **your** complaint and provide **you** with a written final response.

### Lloyd's contact details are:

By email: [complaints@Lloyd's.com](mailto:complaints@Lloyd's.com)

By telephone: 44 (0)20 7327 5696

By mail: Policyholder & Market Assistance, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN

Details of **Lloyd's** complaints procedures are set out in a leaflet "**Your** Complaint – How **We** Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date **Amlin** received **your** complaint, **you** are entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge.

### The Financial Ombudsman Service contact details are:

By email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

By telephone: 0207 964 0500 or from a mobile 0300 123 9123

By facsimile: 0207 964 0500

By mail: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

There is information regarding the Financial Ombudsman Service on its website which can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within six months of the date of **our** final response.
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a micro-enterprise that has a turnover of less than €2,000,000 (two million Euros) and fewer than 10 **employees** or a small **business** with an annual turnover of less than £6,500,000 (six and a half million pounds) and a balance sheet total of less than £5,000,000 (five million pounds) or fewer than 50 (fifty) **employees**.

# How to cancel your policy

## Cancellation

**You** can cancel this insurance at any time by notifying **your** insurance agent in the first instance, the name of **your** insurance agent is detailed in the **schedule** issued with this policy or by writing to Premco at Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH or by emailing [info@premco.co.uk](mailto:info@premco.co.uk) or by telephoning 0330 165 2000.

If **you** have not made a claim under the terms of this policy at the time **you** wish to cancel it, and **you** are not aware of any incident which will give rise to a claim, **we** will refund a proportionate amount of **your** premium provided the premium has not been designated as a minimum and deposit premium in the **schedule**.

## Cooling off

**You** can cancel this insurance within 14 days of it commencing by notifying **your** insurance agent in the first instance, the name of **your** insurance agent is detailed in the **schedule** issued with this policy, or by writing to Premco at Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH or by emailing [info@premco.co.uk](mailto:info@premco.co.uk) or by telephoning 0330 165 2000. If you cancel this insurance within 14 days of it commencing you will be charged a pro-rata premium for the period of cover provided, however, if you have intimated a claim or intend to intimate a claim occurring within 14 days of it commencing the full premium is payable without refund and any refund granted must be repaid before **we** will deal with any claim.

# Section 1 – Contractors’ plant and equipment

## Insuring clause

### Cover 1

#### Damage to owned contractors’ plant and equipment *(only applicable if shown as insured in the schedule)*

In the event of **damage** (subject to any exclusions) to **contractors’ plant and equipment** owned by, or on deferred purchase, or leased to **you**, happening during the **period of insurance**, whilst situated or in transit anywhere within the United Kingdom of Great Britain, the Channel Islands, the Isle of Man and Northern Ireland, and at the time of such damage the **contractors’ plant and equipment**:

1. Is less than or equal to 12 months old from the date of sale as new the amount payable by **us** will be reinstatement value; or
2. Is more than 12 months old from the date of sale as new, **we** will pay to **you** the value of the **contractors’ plant and equipment** at the time of the **damage** or the cost of repair of the **damage**, to a condition substantially the same as, but not better or more extensive than the condition at the time of the **damage**, or at **our** option reinstate or replace the **contractors’ plant and equipment**.

### Cover 2

#### Damage to other contractors’ plant and equipment *(only applicable if shown as insured in the schedule)*

In the event of **damage** (subject to any exclusions) to **property** hired in by **you**, or **contractors’ plant and equipment** which **you** are legally responsible to insure prior to the occurrence of any damage, happening during the **period of insurance** whilst situated in, or in transit, anywhere within the United Kingdom of Great Britain, the Channel Islands, the Isle of Man and Northern Ireland **we** will pay to **you** all sums which **you** will become legally liable to pay for:

1. Damage to the **contractors’ plant and equipment** hired in by **you**, or **contractors’ plant and equipment** for which you are legally responsible and;
2. hiring charges levied upon **you** in consequence of such damage.

## Limit of Liability

**Our** liability will not exceed:

1. If cover is provided by this policy in respect of Cover 1, the sums insured stated in the **schedule**, or the balance of such sums insured remaining after deduction for any other **damage** occurring during the same **period of insurance**, unless **we** have agreed to reinstate any such sum insured provided that the **contractors’ plant and equipment** description is on a specified item basis otherwise;
2. if cover is provided by this policy in respect of Cover 1 and/or Cover 2 in total in respect of any one incident of **damage**, or series of incidents of **damage** from a common cause, the limit of liability stated in the **schedule**.

Where the basis of payment is to be reinstatement value, payment of reinstatement value will not be made:

1. Unless reinstatement commences and proceeds without delay; or
2. until reinstatement has been conducted.

If at the time of reinstatement, the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **contractors’ plant and equipment**, exceeds the sum insured at the commencement of any damage, **our** liability will not exceed that proportion of the amount of the damage which the sum insured will bear to the sum representing the cost of reinstating the whole of the **contractors’ plant and equipment** at that time.

In the event that the insured consists of more than one party or legal entity **our** liability will not exceed the amount for which **we** would have been liable had such damage been sustained by any one of the insured parties or legal entities.

## Conditions

1. *The following are conditions of the insurance that **you** need to meet as **your** part of this contract before **you** are entitled indemnity under this insurance. If **you** do not meet any of these conditions and that either causes a claim or contributes to a claim, **we** can reject that claim or payment in respect of that claim could be reduced. These conditions apply in addition to the general conditions on page GEN9 to page GEN12 and the claims conditions on page GEN16.*
2. **Cranes**  
**You** will ensure that all crane operations are undertaken only on firm and level ground and that such items are in a blocked or stabilised position when performing such operations.
3. **Jibs/Booms**  
**You** will ensure that jibs/ booms on cranes, or similar lifting appliances are lowered to ground level at the end of each working day and/or when such items are not in use.
4. **Maintenance of contractors’ plant and equipment**  
**You** will ensure that all **contractors’ plant and equipment** is operated and maintained in accordance with manufacturer’s recommendations.
5. **Overload Alarms**  
**You** will ensure that all cranes are fitted with overload alarm systems and wind speed indicators and that such systems/ indicators are monitored in an operational working condition.
6. **Operators**  
**You** will ensure that all operators of the **contractors’ plant and equipment** are licensed to operate such **contractors’ plant and equipment** in accordance with statutory regulations. In areas where there is no statutory requirement the operators must have completed **your** internal training programme and, in all cases, have sufficient practical experience with evidence available to **us** on **our** request.

# Section 1 – Contractors’ plant and equipment

## 7. Reasonable Precautions

**You** will take all reasonable precautions to prevent **damage**.

## 7) Security of contractors’ plant and equipment

It is a condition precedent to **our** liability for theft that whilst **contractors’ plant and equipment** is left unattended overnight or at weekends:

- a) All Category A **contractors’ plant and equipment** with a replacement value in excess of £75,000 (seventy five thousand pounds) will be fitted with a tracking device.
- b) All Category A, B and C **contractors’ plant and equipment** will be fitted with a visible immobilising device and/or hydraulic lock.
- c) All Category D, E and F **contractors’ plant and equipment** will be retained;
  - i) within a locked building or;
  - ii) within a locked container or receptacle which must be retained within a secure or attended garage or yard or;
  - iii) within a locked and alarmed vehicle which must be situated within a secure or attended garage or yard.

If you do not meet these requirements and that either causes a claim or contributes to a claim, we can reject that claim or payment in respect of that claim could be reduced.

Categories of **contractors’ plant and equipment**:

A - Driven equipment comprising large tracked and wheeled machines greater than 3 tonnes.

B – Driven equipment comprising compact and smaller driven equipment less than 3 tonnes.

C - Non-driven equipment and towed plant with axle.

D - Non-driven mobile/portable attachments and equipment.

E - Power tools.

F - Non-powered items.

In accordance with the Home Office Security Guidance Document for Agricultural and Construction Plant. Publication no 64/09

## 8) Special Precautions

**You** will maintain the **contractors’ plant and equipment** in an efficient condition and fit for its purpose and will ensure that any **contractors’ plant and equipment** requiring inspection or test under any statute, or order or regulation will be so inspected or tested.

## Extensions

### 1. Hiring out

The cover provided by this policy is extended to include **contractors’ plant and equipment** whilst hired out provided that:

- 1.1. The terms of any such hiring out are no less onerous than the recognised standard hire conditions in the territory concerned;
- 1.2. the terms of any such hiring out are no less onerous than those terms under which the **contractors’ plant and equipment** was hired in by **you**.

### 2. Indemnity to other parties

The cover provided by this policy is extended to include **your** employer, purchaser, principal, financier, lead contractor, property owner, or other interested party solely to the extent required by the conditions of contract in force between **you** and the employer, purchaser, principal, financier, lead contractor, property owner, or other interested party provided always that the employer, purchaser, principal, financier, lead contractor, property owner, or other interested party will act as if they were the insured and observe, fulfil and be subject to the terms, exclusions and conditions of the policy.

### 3. Immobilised property

The cover provided by this policy is extended to include costs necessarily and incurred by **you** to recover **contractors’ plant and equipment** which has become accidentally immobilised during normal operations, other than by its own explosion, mechanical or electrical breakdown, failure, breakage or failure to meet its intended functions (including but not limited to **damage** caused by any failure to maintain the **contractors’ plant and equipment** in accordance with the manufacturers recommendations, but not including **damage** caused by the error or omission of the driver(s) or operator(s) of the **contractors’ plant and equipment** other than in respect of failure to maintain) provided that:

- 3.1. **Our** liability will not exceed £25,000 (twenty five thousand pounds) in respect of all recoveries during any **period of insurance**; and
- 3.2. such costs do not exceed the sum which would otherwise have been payable under the terms of this policy had such costs not been incurred; and
- 3.3. **we** will not be liable in respect of **damage** in order to effect recovery of **contractors’ plant and equipment**.

### 4. Subrogation waiver

**We** agree to waive any rights and remedies or relief to which it will become entitled by subrogation against any insured named or described by this policy.

This subrogation waiver extends to include all directors, officers, employees or servants of any of the insured entities.

# Section 1 – Contractors’ plant and equipment

## Exclusions

We will not be liable for:

1. **Breakdown**  
**Damage** in respect of Cover 1 - to any item by its own explosion mechanical or electrical breakdown, failure breakage or failure to perform its intended function. This exclusion does not apply to resultant damage to the **contractors’ plant and equipment** (other than in respect of jibs and booms on cranes or similar lifting appliances) which results from explosion mechanical or electrical breakdown, failure, breakage or failure to perform its intended function.
2. **Hydraulic fluids**  
**Damage** arising from fire caused by the combustion of fuel or of hydraulic fluids escaping as a result of **damage** to or deterioration of pipes hoses or similar lines unless they have been regularly inspected and maintained in accordance with manufacturer’s recommended service and maintenance intervals and standards and a record of such has been kept by **you**.  
The onus of proving that inspections and maintenance have been conducted accordingly will be **yours**.
3. **Rubber tyres**  
**Damage** to rubber tyres unless such **damage** arises out of an accident for which cover is provided under this policy to other parts of the **contractors’ plant and equipment** or unless such **damage** arises out of a malicious act which necessitates replacement of such tyres repair thereof being impracticable.
4. **Unexplained losses**  
Loss of **contractors’ plant and equipment** due to theft or otherwise missing unless such loss is identifiable by **you** with a specific occurrence which has been notified under the terms of the claims conditions and within 14 (fourteen) days of discovery.
5. **Waterborne vessels**  
**Damage** to waterborne vessels or craft or **contractors’ plant and equipment** on such vessels or craft but this exclusion will not apply to **contractors’ plant and equipment** on such vessels or craft whilst being transported by inland waterway.
6. **Underground recovery**
  - 6.1. **damage** to **contractors’ plant and equipment** occurring underground unless the **contractors’ plant and equipment** can be repaired underground or brought back to the surface at **your** own expense; or
  - 6.2. abandonment howsoever occurring and from any cause whatsoever in respect of **contractors’ plant and equipment** underground.
7. **Your contribution**  
The excess stated in the **schedule** being the first part of each and every claim to be borne by **you** as ascertained after the application of all other terms and conditions of the policy.
8. **Fixed contractors’ plant and equipment**  
Fixed or static **contractors’ plant and equipment** which is more specifically insured elsewhere.
9. **Drilling rigs and tunnel boring machines**  
Oil and gas well drilling rigs and/or tunnel boring machines.
10. **Pollution or contamination**  
**Damage** caused by **pollution** or contamination except (unless otherwise excluded) **damage** caused by **pollution** or contamination which itself results from any **damage**.
11. **Transit by Air & Sea**  
**Damage** occurring whilst the **contractors’ plant and equipment** is in transit by sea or air.
12. **Corrosion or erosion**  
**Damage** consisting of or caused by any form of corrosion or erosion howsoever the same arises but this exclusion will not apply to **damage** to any other part of the **contractors’ plant and equipment** free from such corrosion or erosion.
13. **Wear & Tear**  
**Damage** consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the **contractors’ plant and equipment** but this exclusion will not apply to **damage** to any other part of the **contractors’ plant and equipment** free from any such condition.
14. **Financial Loss**  
Loss of any kind whatsoever including financial loss, loss of profits loss due to delay or any consequential loss of any kind whatsoever not otherwise specifically covered by this policy.
15. **Radioactive Contamination**  
**Damage** to any **contractors’ plant and equipment** whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by arising from:
  - 15.1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - 15.2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
16. **Multiple Lifting**  
**Damage** to any **contractors’ plant and equipment** whilst undertaking lifting operations in which a single load is shared between more than one item of lifting equipment at the same time.