

Policy document

Hired-in Machinery

Contents

Hired-in Machinery	4
Definition	5
Limit of liability	5
Conditions	5
Claims conditions	6
Exclusions	8
Additional clauses – applicable only if stated in the schedule	11
Complaints procedure	12

A warm welcome to Zurich

Thank **you** for taking out **your** Hired-in Machinery policy with **us** – and welcome to Zurich Insurance plc.

As one of the largest general insurers in the UK, **we** have a wealth of expertise and experience backed up by the global strength of the Zurich Financial Services Group. Zurich is renowned for innovation and customer dedication – **our** experts are constantly reviewing how **we** can update and improve **our** products and services for **you**.

At Zurich Insurance **we** have **your** future in mind and look forward to working closely with **you**.

www.zurich.co.uk

Hired-in Machinery policy

The Insured carrying on the Business described herein and no other for the purpose of this insurance has applied to Zurich Insurance plc (herein called the Insurers) for the insurance contained in this Policy and has paid or agreed to pay the premium as consideration for such insurance during the period stated in the Schedule or any subsequent period stated in the Schedule for which the Insurers shall have accepted the premium required for renewal of this Policy.

The Insurers and the Insured agree that:

- this Policy the Schedule (including any Schedule issued in substitution) and any Endorsement shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears
- the proposal or any information supplied by the Insured shall be incorporated in the contract
- the liability of the Insurers shall in no case exceed the limits or sum insured or Amount of Benefit set out in the Schedule or contained in each Section or part thereof
- the Insurers will provide the insurance described in this Policy subject to the terms and conditions specified herein.

Law applicable to the contract

UK law allows both **you** and **us** to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands relating to **your** address as shown in the schedule. If there is any dispute as to which law applies it shall be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

For and on behalf of Zurich Insurance plc.



Guy Munnoch

Chief Executive Officer of Zurich Insurance plc, UK Branch.

This is a legal document and should be kept in a safe place.

Please read the policy, insurance agreement and schedule carefully.

If they do not meet **your** needs return them to **us** or **your** broker or agent.

How we will use your data

Zurich Insurance plc holds data in accordance with the Data Protection Act 1998. It may be necessary for **us** to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, **we** may share information **you** give **us** with other organisations and public bodies, including the Police, accessing and updating various databases. If **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this and the information will be available to other organisations that have access to the database(s). **We** can supply details of the databases **we** access or contribute to, on request.

Hired-in Machinery policy

The insurance by this policy is in respect of the Insured's legal liability under the terms of his hiring agreement or otherwise to pay

Machinery

- a) compensation for loss of or damage to **hired-in machinery** whilst in the Insured's custody or under his control at any situation in the United Kingdom and whilst in transit (other than by sea or air) between such situations

Continuing Hire Charges

- b) continuing hire charges in consequence of loss or damage covered under (a).

Definition

Hired-in Machinery

Machinery hired-in by the Insured but not on hire purchase or free loan to the Insured comprising all types of machinery or as more specifically described in the schedule.

Limit of liability

The amount of liability under this policy shall not exceed

Under a)

in respect of machinery the sum insured stated in the schedule

Under b)

in respect of continuing hire charges the sum insured stated in the schedule provided that the period in respect of which payment is made hereunder shall commence twenty four hours after the occurrence of the loss or damage and be limited to the indemnity period stated in the schedule

In addition the Company will where legal proceedings have been defended with its written consent pay all legal charges for which the Insured may be liable.

Conditions

1. Hiring out

In the case of machinery hired out by the Insured the conditions of such hirings shall be no less onerous than the standard conditions of The Construction Plant-Hire Association except as agreed by the Company.

2. Observance of policy terms

Observance of the terms limitations and conditions of the policy shall as far as the nature of them respectively will permit be precedent to any liability of the Company.

3. Misrepresentation or non-disclosure

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

4. Alteration of working conditions

If any material change in the insured risk takes place during the Period of Insurance or if any defects or conditions of working are discovered which render the risk more than usually hazardous the Insured shall forthwith notify the Company and take such actions as circumstances may require.

5. Access & reasonable precautions

The Insured shall afford reasonable facilities for representatives of the Company to examine any property insured under this policy. The Insured shall also take and cause to be taken all reasonable precautions to prevent accidents and to safeguard the property insured against loss or damage and to ensure that all statutory and other regulations relating to the property insured are observed.

6. Cancellation rights

The Company shall not be bound to invite or accept renewal of this policy and may by fourteen days' notice in writing to the Insured by recorded delivery cancel this policy at any time. The Insured shall then be entitled to a rebate of premium for the unexpired Period of Insurance.

7. Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If payment is made by this method the policy remains an annual insurance policy and the date of payment and the amount of instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 (if applicable) the credit agreement and the policy will be cancelled immediately.

8. Contractual right of renewal (tacit)

If the Insured pays the premium to the Company using the Company's Direct Debit instalment scheme, the Company will have the right (which the Company may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. The Company may vary the terms of the policy (including the premium) at renewal. If the Insured decides that he does not want the Company to renew the policy, provided the Insured tells us (or his insurance intermediary) before the next renewal date, the Company will not renew it.

9. Declaration adjustment

The Insured shall provide declarations to the Company on the basis agreed. The premium stated in the schedule is a deposit and if the premium payable on the basis agreed on the declarations provided exceeds or falls short of the deposit then the Insured shall pay or the Company shall refund the difference as the case may be provided the Company shall retain the amount specified in the schedule as the minimum retained premium.

Claims conditions

1. Other insurance

The Company shall not be liable for any loss, damage or liability which at the time of the happening of such loss, damage or liability is insured by or would but for the existence of this policy be insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under the policy or policies had this insurance not been effected.

2. Claims procedure

In the event of any occurrence which may give rise to a claim under this policy the Insured shall:

- a) give as soon as reasonably practicable notice by telephone and in writing to the Company supplying such proofs of claim as may reasonably be required by the Company
- b) preserve any damaged or defective property which might prove necessary as evidence for examination by the Company's representatives
- c) in the case of property lost stolen or maliciously damaged take all practicable steps (including the giving of immediate notice to the Police) to discover any guilty person and to trace and recover the missing property

- d) in the case of any claim made upon the Insured by any third party forward to the Company immediately and unacknowledged every written communication or information as to any verbal notice of claim and all proceedings
- e) in the case of property lost or damaged as a result of riot inform the Company within seven days of any such occurrence.

3. Third party claims procedure

In the event of any claim made upon the Insured by a third party in respect of which the Company may be liable under this insurance, the Insured shall not incur any expense whether by litigation or otherwise or make any payment, settlement, arrangement or admission of liability without the written authority of the Company. The Company shall be entitled to use the name of the Insured for all purposes in connection with this insurance including the bringing, defending, enforcing or settling any legal proceedings for the benefit of the Company.

4. Control of claims

The Company shall be entitled in the name of the Insured to take all necessary steps for enforcing any rights against any other party before or after meeting the Insured's claim and may at its discretion take over, defend or settle any claim by a third party. The Company shall be given such information and assistance by the Insured as may be required.

5. Options for claims settlement

The Company may at its option repair, reinstate or replace any property lost or damaged or pay the amount of the loss or damage in money. The Company shall not be responsible for temporary repairs carried out without the consent of the Company (unless such temporary repairs are made in accordance with an Expediting Expenses clause) and any consequences thereof nor for the cost of any alterations, additions, improvements or overhauls carried out on the occasion of a repair. Where loss or damage is confined to a part of a machine or structure, the Company shall be liable for only the value of that part plus the cost of any necessary dismantling and erection for which the Insured is responsible. The Insured shall not be entitled to abandon any property to the Company whether taken into possession by the Company or not.

6. Supplementary claims charges

In connection with any claim for loss or damage the Insured is entitled to recover supplementary charges such as custom dues packing freight profit and the like only if and so far as such charges have been provided for in the sum insured.

7. Fraudulent claims

If any claim be made by or on behalf of the Insured which shall be in any respect unfounded or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof then no claim shall be recoverable hereunder.

8. Arbitration rights

If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

Exclusions

The Company shall not be liable under this policy in respect of:

1. Excess

The amount stated in the schedule as the excess in respect of the cost of each and every occurrence for which the Insured is indemnified by this policy.

2. Inventory losses

Loss of the property insured by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the property insured due to its being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been the subject of notification under the terms of the claims procedure condition including reporting the matter to the Police.

3. Motor vehicles

Loss of or damage to any mechanically propelled vehicle other than any such vehicle not more specifically insured and which is:

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

4. Multiple lifts

Loss or damage arising out of any raising or lowering operations in which a single load is shared between items of lifting and handling plant unless such operations are carried out in accordance with the British Standard Code of Practice for the Safe Use of Cranes – BS7121.

5. Waterborne risks

Loss of or damage to any airborne or waterborne vessel or craft marine rig platform or property situated on any such vessel craft rig or platform.

6. Wear and tear

The cost of rectification or making good of wear and tear, gradual deterioration due to atmospheric conditions or otherwise rust, corrosion or oxidation or scratching of painted or polished surfaces.

7. Wilful act

Loss or damage caused by the wilful act or wilful neglect of the Insured.

8. Water table level

Loss or damage attributable solely to a change in the water table level.

9. Pollution

Loss or damage caused by pollution or contamination other than loss of or damage to the property insured caused by pollution or contamination.

10. Consequential loss

Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or consequential loss or damage not specifically provided for herein.

11. Sonic waves

Loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

12. Nuclear risks

Loss of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

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

13. Terrorism

- 1) Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political religious ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - i. involves violence against one or more persons; or
 - ii. involves damage to property; or
 - iii. endangers life other than that of the person committing the action; or
 - iv. creates a risk to health or safety of the public or a section of the public; or
 - v. is designed to interfere with or to disrupt an electronic system
- 2) Any action in controlling preventing suppressing retaliating against or responding to any act or preparation in respect of action or threat of action described in (1) above .

In any action suit or other proceedings where the Company alleges that by reason of this general exclusion cover is not provided under this policy the burden of proving that cover is provided under this policy shall be upon the Insured.

Northern Ireland

Insofar as this policy covers riot and civil commotion the Company shall not be liable under this policy in respect of loss or damage or consequential loss occasioned by or happening through or in consequence directly or indirectly of riot or civil commotion in Northern Ireland.

14. War

Any consequence whether direct or indirect of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering, nationalisation or requisition or destruction of or damage to property by or under the order of any Government Public Municipal or Local Authority.

15. Date related performance and functionality

- a) Loss or damage.
- b) Consequential loss additional expenditure or extra expenses.
- c) Legal liability.
- d) Other fees costs disbursements awards or other expenses of whatsoever nature.

Directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- 1) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
- 2) any **data processing system** responding to or dealing in any way with:
 - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates whether such **data processing system** is the property of the Insured or not and whether operating before during or after the Year 2000

but this shall not exclude subsequent loss or damage or consequential loss additional expenditure or extra expenses (not otherwise excluded) which itself results from a **defined peril** otherwise covered by this policy.

Definitions

For the purposes of this exclusion

Data processing system shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Defined peril shall mean 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, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank, apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal.

Additional clauses – applicable only if stated in schedule

001 Long term undertaking

In consideration of the discount being allowed off the premium(s) on this policy the Insured undertakes with effect from the commencement date to offer annually to the Company for the specified period the insurance under this policy on the terms and conditions in force at the expiry of each Period of Insurance, it being understood that:

- a) the Company shall be under no obligation to accept an offer made in accordance with the above mentioned undertaking
- b) the Company may adjust the premium to take into account changes in sum insured or scope of cover.

The above undertaking applies to any policy(or policies) which may be issued by the Company in substitution for this policy and the same discount shall be allowed off the premiums on any substituted policy(or policies) issued by the Company.

Payment of the first or renewal premium due at the commencement date with the benefit of the appropriate discount shall be deemed acceptance by the Insured of this undertaking.

The discount, commencement date and specified period are as specified in the schedule or endorsed hereon.

002 Fire perils at premises exclusion

The Company shall not be liable in respect of loss or damage by or in consequence of fire, lightning, explosion, aircraft or other aerial devices and/or articles dropped therefrom at any premises owned or occupied by the Insured.

Complaints procedure

We value the opportunity to investigate any concerns **you** may have about any aspect of **our** service and are committed to handling all complaints fairly, thoroughly and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with **your** usual contact as they will generally be able to provide **you** with an immediate response to **your** satisfaction.

Contact details will be provided on correspondence that **we** or **our** representatives have sent **you**.

If **we** cannot resolve **your** complaint straight away **we** will aim to resolve **your** concerns as soon as possible and **we** will keep **you** informed of progress while **our** enquiries are continuing.

The majority of complaints **we** receive are resolved within four weeks of receipt.

Next steps if you are not happy with the response provided

We are dedicated to **our** customers and seek to do what is right however sometimes **we** may not be able to reach an agreement with **you**. If this is the case and **you** remain dissatisfied once **you** have received **our** response to **your** complaint **we** will refer **your** complaint to **our** Customer Relations Team for a separate review.

The Customer Relations Team will contact **you** to let **you** know they have received **your** complaint and when their review is complete they will provide **you** with a final response on **our** behalf.

The Financial Ombudsman Service (FOS)

If **we** are unable to resolve **your** complaint to **your** satisfaction within eight weeks or if **you** remain dissatisfied following receipt of **our** final response letter **you** can ask the FOS to formally review **your** case. **You** must contact the FOS within six months of **our** final response.

The FOS contact details are as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

You can telephone on 0845 080 1800 or e-mail complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect **your** legal rights.

The FOS can help with most complaints if **you** are:

- a private individual
- a business with an annual turnover of less than £1,000,000
- a charity with an annual turnover of less than £1,000,000
- a trustee of a trust with a net asset value of less than £1,000,000.

If **you** are unsure whether the FOS will look at **your** complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of **your** complaint.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. Further information is available on www.fscs.org.uk or you may contact the FSCS on 020 7892 7300.

Following this complaints procedure does not affect your legal rights.

Notes

Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.
Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.
UK Branch registered in England and Wales Registration No. BR7985.
UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley,
Fareham, Hampshire PO15 7JZ.

Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request. FSA registration number 203093. These details can be checked on the FSA's register by visiting their website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

© Copyright – Zurich Insurance plc 2009. All rights reserved. Reproduction, adaptation or translation without prior written permission is prohibited except as allowed under copyright laws.

The pulp used in the manufacture of this paper is from renewable timber produced on a fully sustainable basis. The pulp used in the manufacture of this paper is bleached without the use of chlorine gas (ECF – Elemental Chlorine Free). The paper is suitable for recycling.



Because change happenz®