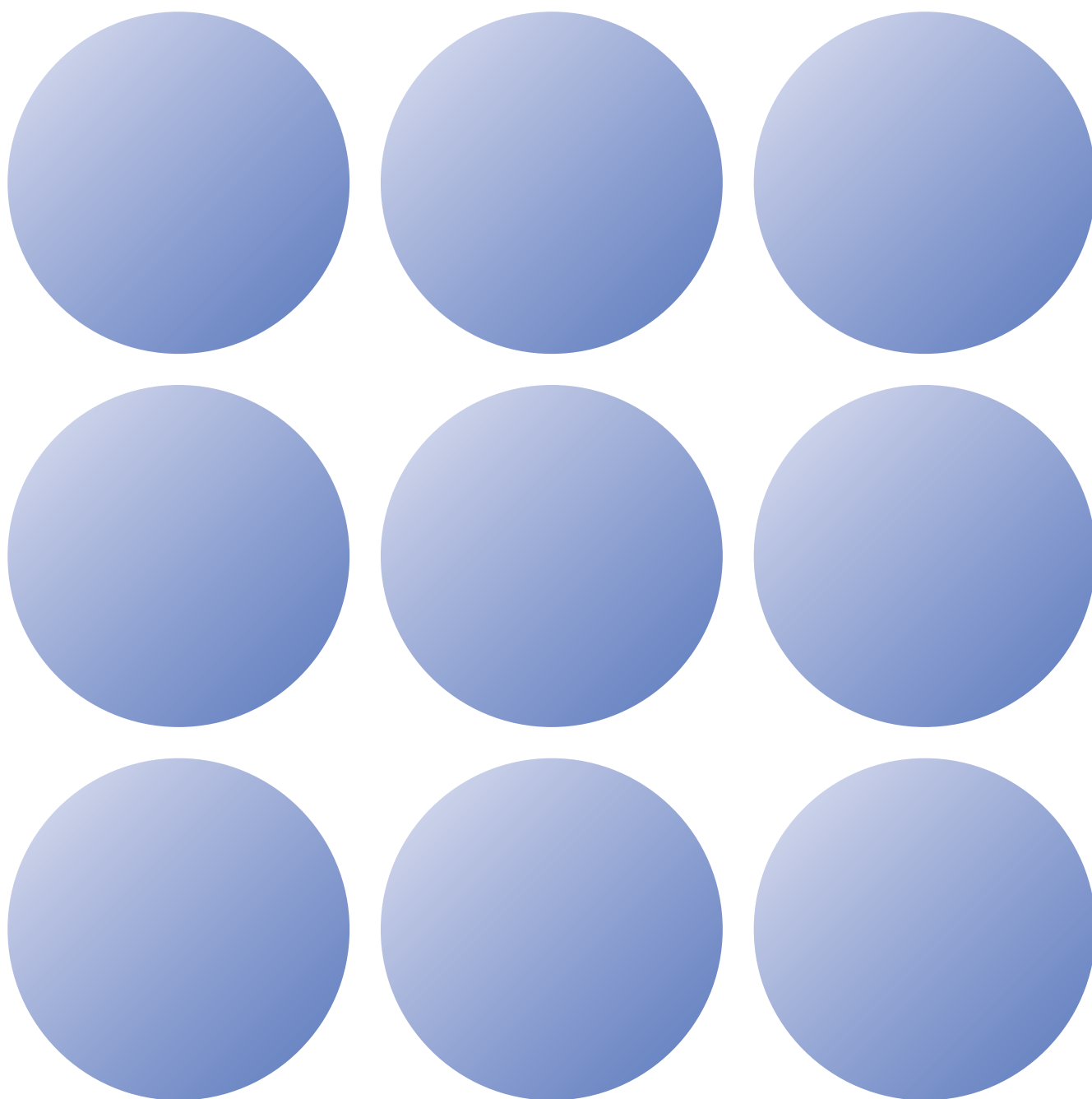


# Contractors' Plant

Policy document



# Contents

Your Contractors' Plant policy	4
Owned Plant – Section 1	6
Hired-in Plant – Section 2	6
Definitions	6
Limit of liability	6
Conditions	7
Exclusions	9
Additional clauses applicable only if stated in schedule	13
Our complaints procedure	14

# A warm welcome to Zurich

Thank **you** for taking out **your** Contractors' Plant policy with **us** – and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of the insurance-based financial services provider Zurich Financial Services Group (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

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

[www.zurich.co.uk](http://www.zurich.co.uk)



# Your Contractors' Plant policy

This policy is a contract between **you** (also referred to as the Insured or your) and **us** (also referred to as the Company, we or our). **You** have made to **us** a proposal which is the basis of and forms part of this contract.

This policy and any schedule and endorsement should be read as if they were one document.

**We** will insure **you** under those sections shown in the schedule during any period of insurance for which **we** have accepted **your** premium provided all the terms and conditions of the policy are kept. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this policy is for ease of reference only and does not affect its interpretation

## 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 depending upon **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.

Stephen Lewis  
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

We hold **your** personal data in accordance with the Data Protection Act 1998. The information supplied to **us** by **you** may be held on computer and passed to other insurers for underwriting and claims purposes. **You** should show this to anyone whose personal data may be processed to administer this policy.

### Policy Administration

In order to administer **your** insurance policy and any claims made under this policy **we** may share personal data provided to **us** with other companies within the Zurich Financial Services Group and with business partners including overseas companies. If **we** do transfer **your** personal data including where **we** propose a change of underwriter **we** make sure that it is appropriately protected.

### Claims History

Under the conditions of this policy **you** must tell **us** about any insurance related incidents such as fire, water damage, theft or an accident whether or not they give rise to a claim. When **you** tell **us** about an incident **we** will pass information relating to it to the relevant database. **We** may search these databases when **you** apply for insurance in the event of any incident or claim or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

### Fraud Prevention & Detection

In order to prevent and detect fraud **we** may at any time:

- a) share information about **you** with other organisations including the police
- b) undertake credit searches
- c) check and share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies.

**We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

# Section 1

## **Owned Plant**

The insurance by this section is in respect of loss of or damage to **owned plant** whilst at any situation in the United Kingdom and whilst in transit (other than by sea or air) between such situations.

# Section 2

## **Hired-in Plant**

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

### **Plant**

- a) compensation for loss of or damage to **hired-in plant** 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 Section 2a.

## Definitions

### **Owned plant**

Contractors' plant the property of the Insured comprising all types of contractors' plant or as more specifically described in the schedule.

### **Hired-in plant**

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

## Limit of liability

The amount of liability under this policy shall not exceed:

### **Under Section 1**

- i) in respect of any one item of property insured the market value of the item at the time of the loss or damage
- ii) the sum insured stated in the schedule

### **Under Section 2**

- i) in respect of plant the sum insured stated in the schedule
- ii) 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 under Section 2 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 plant 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 contract 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.

## **Section 1 Exclusions**

The Company shall not be liable under Section 1 of this policy in respect of:

### **1. Breakdown**

Loss of or damage to any item of plant caused by its own breakdown or explosion but not loss or damage by any ensuing cause otherwise indemnifiable under Section 1.

### **2. Attachments**

Loss of or damage to cutting edges tools trailing cables or flexible pipes other than when such loss or damage results from the total loss of the complete item or items of insured plant.

### **3. Materials treated**

Loss or damage caused by or arising out of materials treated by the insured plant or by foreign bodies entering the plant with such materials.

## **General 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 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 oxidisation 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 from 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 or contaminating properties of any **nuclear installation, nuclear reactor** or other explosive nuclear assembly or nuclear component thereof

- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

#### **Definitions**

For the purposes of this exclusion:

‘**nuclear installation**’ shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

‘**nuclear reactor**’ shall mean any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

### **13. Terrorism**

Loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

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 or 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.

### **14. Northern Ireland**

In so far 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.

## 15. 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.

## 16. 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.

### **003 Average**

If the property insured by Section 1 of this policy shall at the time of any loss or damage be of greater value than the sum insured for Section 1 then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss or damage accordingly.

### **004 Hiring-out only**

The terms upon which this insurance is arranged assume that the plant insured is used only for the purpose of hiring out by the insured and the Insurance by this policy shall apply only to plant which is used for that purpose.

### **005 Recovery costs**

The insurance by this policy is extended to cover the costs necessarily and reasonably incurred by the Insured to recover any item of insured plant which has become accidentally immobilised during normal operation.

Provided that:

- a) such costs do not exceed the sum that would have otherwise been payable under the terms of this policy had such costs not been incurred
- b) the Company shall not be liable in respect of the cost of rectifying electrical or mechanical breakdown or derangement in order to effect recovery of insured plant.

### **006 Abandonment exclusion**

The Company shall not be liable for loss due to the abandonment of the property insured.

# Our 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 4 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 8 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 6 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 for free on:

**08000 234 567** for people phoning from a "fixed line" (for example, a landline at home)

**0300 123 9 123** for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Or e-mail: [complaint.info@financial-ombudsman.org.uk](mailto: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 consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual income of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million.

If you are unsure whether the FOS will consider 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](http://www.fscs.org.uk) or you may contact the FSCS on 0800 678 1100.

Following this complaints procedure does not affect your legal rights.





#### 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](http://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.

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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.



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