



# Own and Hired in plant section

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## Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the **Meanings of defined terms** under the **General introduction section of your policy**.

## All-Terrain vehicles (ATV)

Any vehicle classed as

- 1 quad bikes
- 2 amphibious vehicles
- 3 dune buggies or golf carts
- 4 landfill compactors
- 5 mobile agricultural plant.

## 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 thereof, 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.

### Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

### Contract

Any contracts undertaken by **you** in the course of the **business** within the **policy territories**.

### 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 systems**.

### Cyber incident

- 1 Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**
- 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 systems**.

### Damage

Physical loss or destruction or damage.

### Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

### Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances,

malicious persons, earthquake, **storm, flood**, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

### Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

### Employee

Any person under a contract of service or apprenticeship with **you**.

### Employees' tools

Tools and personal effects belonging to **employees** which are ordinarily used or needed whilst on the site of any **contract** carried out by **you** in connection with the **business**.

### Flood

#### Damage caused by

- 1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
- 2 inundation from the sea
- 3 inundation by rainwater or rainwater-induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building whether resulting from storm or not.

### Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

### Hired in plant

Plant, tools, scaffolding and equipment hired by **you**.

### Market value

The estimated amount that part or all of the insured property would sell for under normal market conditions in the UK, with one of similar make, model, age and condition, had the sale taken place immediately before the **damage**.

### Money

Bills of exchange, uncrossed promissory notes, cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed postal orders, uncrossed money orders, uncrossed warrants, current postage stamps, unused units in franking machines, National Savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, gaming machine tokens, lottery tickets (excluding scratch cards held in stock for resale), customer redemption vouchers, authenticated travel tickets, phone cards (excluding phone cards held in stock for resale), holiday with pay stamps, luncheon vouchers, securities for money, travel warrants, crossed warrants, credit company sales vouchers, debit card sales vouchers, crossed cheques, crossed giro drafts, crossed postal orders and crossed money orders, crossed national giro bank orders, crossed promissory notes, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, premium bonds, savings bonds, stamped National Insurance cards and National savings certificates.

### Other items

The items shown under the heading of Other items in **your** schedule belonging to **you**.

### Own plant and equipment

Plant, tools, scaffolding and equipment belonging to **you** or hired to **you** under a hire purchase or lease agreement.

### Phishing

Any access or attempted access to **data** made by means of misrepresentation or deception.

### Processing machinery

Machinery that performs any of the following operations

- 1 bailing
- 2 chipping
- 3 compacting
- 4 crushing
- 5 granulating
- 6 grinding
- 7 pulverising
- 8 screening
- 9 shredding.

### Site surveying equipment

Portable electronic equipment items listed below used in connection with **your business** for the purpose of surveying

- 1 digital cameras
- 2 lasers
- 3 levels
- 4 theodolites
- 5 total stations
- 6 scanners
- 7 **computer systems.**

### Storm

Storm excluding damage by **flood**.

### Temporary buildings

Site huts, temporary buildings and office furniture, fixtures and fittings in or on them, belonging to **you** whilst at a **contract** site in the course of **your business**.

### Terrorism

In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed

towards the overthrowing or influencing, by force or violence, of His Majesty's Government in the United Kingdom or any other government de jure or de facto.

In Northern Ireland: An act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or put the public or any section of the public in fear.

In the Channel Islands, the Isle of Man, and elsewhere in the World: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

### Unspecified items description

Mechanical, electrical or manually powered implements, materials containment, preparation and handling equipment, scaffolding, staging, ladders and similar equipment which is for **your** temporary site use excluding

- 1 any item where the primary purpose is road transport of materials or plant and machinery
- 2 tower cranes.

### Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems, data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

### ✓ What is covered

**We** will cover **you** for **damage**, occurring during the **period of insurance**, within the **policy territories**, to any of the items described in **your** schedule used for the purpose of **your business**.

**We** will pay **you** for the value of the property at the time of its **damage** or for the amount of the **damage**, or at **our** option reinstate or replace the property or any part of it in accordance with the following **Basis of claims settlement**.

### Basis of claims settlement

- 1 For **own plant and equipment** which is less than two years old from the date of the original manufacture date
  - a where the **damage** can be economically repaired, **we** will pay expenses necessarily incurred to restore the damaged machine to the operating condition substantially the same as but not better than its condition when new. **We** will also pay dismantling and re-erection charges incurred for the purpose of effecting the repairs as well as ordinary freight charges and any customs duties and dues. If the repairs are carried out at a workshop owned by **you** then **we** will pay the cost of materials and wages incurred for the purpose of the repairs plus an additional 10% for overhead charges.
  - b where a total loss has occurred or where the repair option is uneconomic compared to the **market value** of the item **we** will pay the value of new replacement property having the nearest higher performance or capacity to the **own plant and equipment** damaged less the value of any salvaged material.
- 2 For all other **own plant and equipment**
  - a where **damage** to an insured item can be repaired **we** will pay expenses necessarily incurred to restore the damaged machine to the same operating condition it was before the occurrence of the **damage**.

If the value of one item or a part of the item is increased by the repair, the claim

amount payable by **us** will be reduced by the amount of such increase.

**We** will also pay dismantling and re-erection charges incurred for the purpose of effecting the repairs as well as ordinary freight charges and any customs duties and dues. If the repairs are carried out at a workshop owned by **you** then **we** will pay the cost of materials and wages incurred for the purpose of the repairs plus an additional 10% of these costs to cover the overhead charges. The value of any salvaged material will be deducted from the claim amount payable by **us**.

- b** where a total loss has occurred or where the repair option is uneconomic compared to the **market value** of the item, **we** will pay the actual value of the property immediately before the occurrence of the loss less the value of any salvaged material.
- 3** For **temporary buildings**, **we** will pay up to the **market value** of the item at the time of the **damage**.
- 4** For **hired in plant**, **we** will pay up to the limit shown in **your** schedule for any one item but only for **your** liability under any hire conditions.
- 5** For **employees' tools**, **we** will pay up to the sum insured shown in **your** schedule, but no more than the limit shown in **your** schedule for any one **employee** whilst the **employee** is working for **you** at the **contract** site in the course of **your business**.
- 6** For **other items**, **we** will pay up to the **market value** of the item at the time of the **damage**, but no more than the sum insured shown in **your** schedule.

The most **we** will pay for any one claim for each of the items above is the sum insured shown in **your** schedule.

### Additional interests cover

**We** will automatically note the interest of other parties that may become interested in this insurance throughout the duration of **your policy** provided that any such interest attached before the happening of any **damage**. Any such party will not be a joint insured of **your policy** and will have no rights under it.

**You** must declare these interests to **us** in writing in the event of any **damage**.

### Construction Plant-hire Association contract lift cover

**We** will cover **you** for damages which **you** are legally liable to pay in respect of **damage** to contract goods whilst being lifted by **own plant and equipment** under the terms of the Construction Plant-hire Association Standard Terms and Conditions for Contract Lifting Services.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

### Debris removal cover

**We** will additionally pay the costs and expenses necessarily incurred by **you** as a result of **damage** to property insured with **our** prior written consent for

- 1** removing debris
- 2** dismantling and/or demolishing
- 3** shoring up, propping and fencing off.

**We** will not cover costs and expenses arising from pollution or contamination of property not insured by this section.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

### Environmental protection cover

**We** will additionally pay the costs incurred by **you** as a result of **damage** to property insured with **our** prior written consent, for components included in the repair that aim to reduce potential harm to the environment or improve the energy efficiency of the property insured.

**We** will not pay

- 1** the additional costs of work **you** had already planned to be carried out prior to the **damage**
- 2** any additional costs for replacing undamaged property
- 3** the additional costs of complying with any Act of Parliament or bye-laws of any public authority.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

### Expediting costs cover

**We** will cover **you** for the extra charges for overtime, night work, work on public holidays, express freight, air freight or other transport costs, necessarily incurred by **you** with **our** prior written consent, following reinstatement or replacement of any damaged property forming the basis of a claim under this section.

The most **we** will pay in total for all claims in any one **period of insurance** under this cover is the limit shown in **your** schedule.

### Fire and rescue service charges cover

**We** will cover **you** for the costs and expenses incurred by **you** and charged by the Local Authority for attending fire and rescue services in dealing with the consequences of **damage** which is the subject of a claim covered by this section.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule. This amount is payable in addition to the sum insured for this section.

### Hired in plant negligent breakdown and hire charges cover

Where cover is provided for **hired in plant**, **we** will cover **you** for **your** legal liability under the terms of hiring conditions

- 1** to make good to the owner of the **hired in plant** any **damage** covered by this section, to the **hired in plant** which is caused by its own breakdown or its own explosion

- 2** to pay to the owners of any **hired in plant** hire charges incurred as a result of and solely due to

- a** **damage** to the **hired in plant**
- b** breakdown of the **hired in plant** due to the negligence, misdirection or misuse by **you** or **your employees**.

Provided that

- i** the hire charges will be calculated at the appropriate idle time rate for the period while the **hired in plant** is necessarily idle due to **damage** or breakdown excluding the first 48 hours for the maximum number of days shown in **your** schedule
- ii** this cover does not apply to damage by any wilful act or **your** or **your employees'** wilful neglect
- iii** the **Plant or machinery breakdown exclusion** under **What is not covered** does not apply to this cover.

For item **1** above, the most **we** will pay for any one claim under this cover is the limit for any one item shown in **your** schedule.

For item **2** above, the most **we** will pay for any one claim under this cover is the amount shown in **your** schedule.

### Hired in plant - legal defence costs cover

The cover provided under this section for **hired in plant** is extended to include legal costs for which **you** are liable where legal proceedings have been defended with **our** prior written consent.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

### Immobilised plant cover

**We** will cover **you** for the necessary costs incurred in the recovery of the plant described in **your** schedule which may become immobilised or immovable, provided that the cause of immobilisation or immovability is the subject of a claim covered by this section.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule. This amount is payable in addition to the sum insured for this section.

### Inadvertent omissions cover

Where **you** have notified **us** of **your** intention to cover all **own plant and equipment** in which **you** have an interest and that **you** believe all **own plant and equipment** is covered, **we** will cover **you** for **damage** to **own plant and equipment** that has been inadvertently omitted or the subject of typographical error.

**We** will provide cover within the terms of this section, subject to payment of the premium for all such **own plant and equipment** from the start of this section or from the date of **your** interest in such **own plant and equipment** if it is purchased or hired by **you** under a hire purchase or lease agreement after the start of this section.

Provided that

- 1 the value of the **own plant and equipment** which has been inadvertently omitted or the subject of typographical error shall be added to the sums insured
- 2 this cover does not apply to **own plant and equipment** situated outside of the **policy territories**.

The most **we** will pay for any one claim under this cover is sum insured shown in **your** schedule.

### Incidental hiring out cover

**We** will cover **you** in respect of **damage** to any item of **own plant and equipment** occurring on a **contract** site that is hired or loaned to another contractor on the same **contract** site.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

### Loss of keys cover

**We** will cover **you** in respect of the cost of replacing the lock cylinder and/or keys of any immobilising device which is permanently fitted to any **own plant and equipment** and **hired in plant** (but only where **you** are legally liable) following **damage** to the keys operating the security device.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

**We** will not cover **you** for the **excess** shown in **your** schedule for each and every claim.

### Loss reduction expenses cover

**We** will cover **you** for the costs and expenses incurred by **you** with our prior consent in

- 1 preventing or reducing imminent **damage** which would have been covered by this section
- 2 reducing, mitigating or otherwise alleviating **damage** covered by this section during and after the occurrence of such **damage**.

Provided that

- 1 the impending **damage** was not reasonably foreseeable earlier and would be the natural outcome if the costs and expenses were not incurred
- 2 the impending **damage** did not arise from any defect in the property insured
- 3 **we** are satisfied that **damage** which would have been covered by this section has been avoided or reduced as a result of the measures taken.

The most **we** will pay in total for all claims will not exceed the limit shown in **your** schedule during any one **period of insurance**.

### Multiple lifts cover

**We** will cover **you** for **damage** to property insured arising out of any raising or lowering operations in which a single load is shared between items of lifting and handling plant provided that such operations are carried out in accordance with British Standard Code of Practice for the Safe Use of Cranes – BS7121 or any legislation, regulation or code of practice which takes its place.

### Munitions of war cover

The **War risks exclusion** under **What is not covered** will not apply to **damage** to property insured under this section from or occasioned by the detonation of munitions of war or parts thereof in the **policy territories** in or within one mile of the property insured, provided that the presence of such munitions results from World War II and does not result from a state of war current at the time of **damage**.

### Plant on free loan or demonstration cover

**We** will cover **you** for **damage** occurring in the **policy territories** to **own plant and equipment** that has been supplied on a free loan basis or for the purposes of demonstration, provided **you** are legally liable for such **damage**.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

### Property insured hired out - pursuit of recovery cover

**We** will cover **you** for legal costs incurred with **our** prior written consent in pursuit of rights of recovery against any company or person to whom **you** have hired **your own plant and equipment** following **damage** insured under this **policy**.

Provided that **own plant and equipment** hired out shall be subject to the Model Conditions for the Hiring of Plant recommended by the Construction Plant-hire Association, the Scottish Plant Owners Association or other conditions agreed by **us** in writing.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

### Reinstatement of sum insured after loss cover

In the event of **damage** the sum insured by this section will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

Provided that in the event of reinstatement **you** will

- 1 pay the necessary premiums that may be required for the reinstatement from the date of reinstatement
- 2 complete any additional risk improvements which **we** may reasonably require.

### Repair investigation costs cover

**We** will cover **you** for the cost of repair investigations and tests by consulting engineers following **damage** to any **own plant and equipment** for which **we** have admitted liability.

Provided that

- 1 **you** obtain prior written agreement from **us** before any costs are incurred.
- 2 **we** will not be liable for any cost incurred in preparing a claim.

The most **we** will pay in total for all claims in any one **period of insurance** under this cover is the limit shown in **your** schedule.

### Replacement hire charges to own plant and equipment cover

Following damage to **own plant and equipment**, **we** will cover **you** for the necessary costs of hiring a replacement.

**We** will not cover **you** for the first 7 days of any hire charges required to be paid by **you**.

The insurance provided by this cover in any one **period of insurance** shall only apply

- 1 for the period starting with the date of the **damage** and ending after the period stated in **your** schedule, or
- 2 from the date payment to settle the claim for **damage** to **own plant and equipment** is completed

whichever occurs first.

The most **we** will pay in total for all claims in any one **period of insurance** under this cover is the limit shown in **your** schedule.

### Security devices cover

**We** will cover **you** for the costs incurred in repairing or replacing any immobiliser, locating, tracking or other security device that is permanently fitted to **own plant and equipment** and **hired in plant** because of **damage** caused by theft or attempted theft.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

### Seventy two hour cover

**We** will cover **you** for **damage** occurring within 72 consecutive hours caused by **storm** or **flood** as one claim, provided the peril is covered by this section.

**You** can decide when the 72 hour period starts as covered by this section, provided that **damage** occurred before the end of the **period of insurance**.

### Signwriting and livery costs cover

**We** will cover **you** for the costs incurred for restoring any signwriting, advertising, signs and artwork to **own plant and equipment** following **damage**.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

### Temporary repair cover

**We** will cover **you** for the necessary cost incurred in effecting a temporary repair or expediting a permanent repair because of **damage** to **own plant and equipment** provided that **you** obtain **our** prior written consent before any repairs are undertaken.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

### Theft of fuel cover

**We** will cover **you** for the cost of replacing fuel following **damage** caused by theft or attempted theft of **own plant and equipment**.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

### Transit cover

**We** will cover **you** for **damage** to the property insured whilst in transit within the **policy territories**, but **we** will not cover

- 1 transit by sea or air
- 2 any mechanically propelled vehicle moving under its own power
- 3 **employees' tools**.

## ✗ What is not covered

### Aircraft or aerial devices exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, but **we** will cover subsequent **damage** which itself results from a cause covered by this section.

### Cyber exclusion

**We** will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from occasioned by or resulting from

- 1 any **cyber act** including but not limited to **hacking, phishing, denial of service attack** or the transmission of any **virus or similar mechanism**
- 2 any **cyber incident**.

This exclusion will not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

### Date recognition exclusion

**We** will not cover **you** for any loss, damage, cost or expense resulting from, directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process **data** or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for **damage** resulting from a **defined peril** covered by this section.

### Deeds, money and other articles exclusion

**We** will not cover **you** for any loss, damage, cost or expense to deeds, **money**, stamps, securities or documents of title, precious metals, precious stones or articles made from them.

### Deliberate loss or damage exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you** or on **your** behalf.

### Disease exclusion

- 1 Notwithstanding any provision to the contrary within this **policy**, this **policy** excludes 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 a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- 2 This exclusion does not apply to **damage** to property insured under this section, where such **damage** arises from a **defined peril** covered by this section.

### Excess exclusion

**We** will not cover **you** for the **excesses** shown in **your** schedule.

### Excluded items exclusion

**We** will not cover **you** for any loss or damage to any of the following

- 1 **all-terrain vehicles (ATV)**
- 2 timber and forestry equipment
- 3 **processing machinery**
- 4 waste recycling and landfill machinery
- 5 **site surveying equipment**
- 6 woodchippers and shredders
- 7 aluminium trackways

unless the item has been agreed by **us** in writing and is shown on **your** schedule.

### Excluded parts exclusion

**We** will not cover **you** for any loss, damage, cost or expense to

- 1 tyres, bands, belts, trailing cables, flexible hoses, cutting edges
- 2 any other consumable part of the plant that requires periodic renewal unless such **damage** arises from a **defined peril** covered by this section.

### Hazardous works exclusion

**We** will not cover **you** for any loss, damage, or recovery costs for any item of **own plant and equipment** or **hired in plant** which is

- 1 within 5 metres of any river, lake, reservoir, dam or tidal water or within cofferdams or caissons or in the sea

- 2 connected to structural work on bridges, viaducts, subways, tunnels or motorways
- 3 used for work on nuclear installations
- 4 used for work in quarries, or below the surface in mines, or in relation to other aggregate, ore or mineral extraction
- 5 used on railways or railway installations (other than public access areas)
- 6 used in explosive demolition **contracts** or **contracts** involving wrecking ball demolition
- 7 any work where the depth of excavation exceeds 5 metres.

### Materials processed and foreign bodies exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused by

- 1 materials processed or treated by the property insured
- 2 foreign bodies entering the property insured with such materials.

### Normal upkeep exclusion

**We** will not cover **you** for the cost necessary for normal upkeep or making good.

### Overloading or abnormal conditions exclusion

**We** will not cover **you** for any loss, damage, cost or expense to any item of property insured caused by the intentional overloading, testing, experimenting or deliberately applying any abnormal condition other than overload testing in accordance with the Code of Practice for the Safe Use of Cranes BS7121, or any legislation, regulation or code of practice which takes its place.

### Penalties under contract exclusion

**We** will not cover **you** for penalties under contract for delay, detention or loss of use or losses arising in connection with guarantees of performance or efficiency or any consequential loss or damage of any kind.

### Plant or machinery breakdown exclusion

**We** will not cover **you** for any loss, damage, cost or expense to any vehicle or item of plant or machinery caused by its own mechanical or electrical breakdown or its own explosion except as otherwise provided under the **Repair investigation costs cover** under **What is covered** within this section.

This exclusion will not apply to subsequent **damage** which results from fire to other parts of the vehicle or item of plant or machinery that were not affected by the immediate breakdown.

### Pollution or contamination exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused by pollution or contamination unless the **damage** is caused by

- 1 pollution or contamination which itself results from a **defined peril** provided that peril is covered by this section
- 2 any **defined peril** provided that peril is covered by this section, which itself results from pollution or contamination.

### Radioactive contamination exclusion

**We** will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by, or arising from

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly

- 5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### Terrorism and Northern Ireland exclusion

**We** will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

- 1 In England, Scotland, Wales, the Channel Islands, the Isle of Man and elsewhere in the World
  - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
- 2 In Northern Ireland
  - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
  - c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

### Theft of tools or equipment exclusion

**We** will not cover **you** for theft or attempted theft of tools or equipment from any unattended vehicle unless

- 1 all doors and windows and other points of access have been closed and securely locked, and
- 2 the vehicle is in a locked garage or a walled or fenced compound that is either locked or has a watchman in constant attendance between the hours of 9pm and 6am, and
- 3 there are outward signs of forced entry to the vehicle.

It will be up to **you** to prove that any theft or attempted theft occurred before 9pm and after 6am.

### Unexplained loss exclusion

**We** will not cover **you** for loss caused by or consisting of disappearance, unexplained or inventory shortage.

### Vehicles exclusion

**We** will not cover **you** for any loss, damage, cost or expense to any mechanically propelled vehicle intended for the transportation of persons, materials or plant and where insurance or security under the Road Traffic Act is necessary.

This exclusion does not apply to any vehicle primarily intended for use at **contract** sites or any vehicle used solely at **contract** sites and which is not licensed for road use.

### War risks exclusion

**We** will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

### Watercraft and aircraft exclusion

**We** will not cover claims caused by or arising from **you** owning, possessing or using any

- 1 aircraft (including unmanned aerial vehicles such as model aircraft helicopters and drones)
- 2 watercraft or hovercraft (except watercraft less than eight metres in length or any hand propelled boat or pontoon).

### Wear and tear, deterioration exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused by or consisting of inherent vice, latent defect, gradual deterioration, mould, wear and tear, rust, wet or dry rot, contamination, vermin, insects, change in water table level or its own faulty or defective design or materials, but this does not exclude subsequent **damage** which itself results from a **defined peril** covered by this section.

### Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**. Some conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

### Average condition

If at the time of **damage** the sum insured for **own plant and equipment** or **employees' tools** is less than the value of the property covered, the amount **we** will pay will be reduced proportionately.

### Contribution and average condition

If, at the time of the claim, there is any other policy covering the same property insured by this section, **we** will only cover **our** proportionate share.

If any other policy is subject to any average (under insurance) condition, this section will be subject to average in the same way as the other insurance policy.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the value of the property insured.

### Hired out plant condition

All **own plant and equipment** hired out by **you** will be subject to the Model Conditions for the Hiring of Plant recommended by the Construction Plant-hire Association, the Scottish Plant Owners Association or other conditions agreed by **us** in writing.

For any **hired in plant** that **you** subsequently hire out, the conditions of re-hire should be equivalent to the conditions that **you** have hired the plant under.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay your claim.

### Police notification condition

**You** must immediately notify the police of any loss or **damage** by theft or attempted theft of any property covered by this section. **You** must take all reasonable steps to assist with the discovery of the guilty person or persons and to trace and recover the property lost.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

### Premium adjustment condition

If the premium for this section has been calculated on an estimate **you** will need to keep an accurate record of all relevant details and provide **us** with such details in writing within 1 month from the end of each **period of insurance**. The premium for the expiring **period of insurance** will be adjusted and the difference paid by or allowed to **you**. Where a return premium is due to **you**, **we** will not return more than 25% of the original premium paid by **you**.

### Subrogation waiver condition

In the event of a claim **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

- 1 any company standing in relation of parent to subsidiary (subsidiary to parent) to **you**
- 2 any company which is a subsidiary of a parent company of which **you** are a subsidiary

in each case as defined by current law at the time of **damage**.

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