

Arranged by



Underwritten by



Plantmax

Contractors Plant and Equipment Insurance Policy



GROUNDWORK • CIVIL ENGINEERING • SITE CLEARANCE • PLANT HIRE

Plantmax

Contractors Plant and Equipment Insurance Policy

This Policy is a contract between you (also referred to as the Policyholder or your) and us (also referred to as the Company, we, our or RSA).

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

RSA's acceptance of this risk is based on the information presented to RSA being a fair presentation of the Policyholder's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Policyholder to seek insurance.

Any reference to the singular will include the plural or 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.

RSA will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Policyholder shall pay and RSA shall agree to accept the premium.

DEFINITIONS

Damage	DAMAGE in capital letters shall mean physical loss destruction or damage
Deferred Purchase	Deferred Purchase shall mean an arrangement whereby the Insured enters into an agreement which entitles the Insured to defer payment for Property for a period in excess of usual trade credit
Insurance Premium Tax	To the extent that the Insured is accountable to the tax authorities for Insurance Premium Tax all premiums in this Policy shall be inclusive of such tax
Notice of Adjudication	Notice of Adjudication shall mean any notice issued by a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication
Policyholder's Contribution	Policyholder's Contribution shall mean the first part of each and every claim to be borne by the Policyholder as ascertained after the application of all other terms and conditions of this Policy
Property	Property shall mean those items detailed in the Schedule
Reinstatement	Reinstatement shall mean <ol style="list-style-type: none">where any item of Property suffers DAMAGE to the extent that it cannot be economically repaired replacement by new Property of equal performance or capacity or if such be impossible replacement by new Property having the nearest higher performance or capacity to the Property which has suffered DAMAGEwhere any item of Property otherwise suffers DAMAGE the repair of the DAMAGE and the restoration of the portion of Property suffering DAMAGE to a working condition substantially the same as but not better or more extensive than its condition when new
Territorial Limits	Territorial Limits shall mean the United Kingdom the Isle of Man and the Channel Islands
Terrorism	Terrorism shall mean an act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

COVER**Section 1****Damage to Owned Property**

In the event of DAMAGE (subject to any exclusions) to Property owned by or on Deferred Purchase or lease to the Insured happening during the Period of Insurance whilst situated or in transit anywhere within the Territorial Limits

- a) where the Property at the time of such Damage is less than or equal to 2 years old from the date of sale as new the amount payable by the Insurers as a result shall be Reinstatement
- b) in all other circumstances the Insurers will pay to the Insured the value of the Property at the time of the DAMAGE or the cost of repair of the DAMAGE to a condition substantially the same as but not better or more extensive than the condition at the time of the DAMAGE or at its option reinstate or replace such Property

Section 2**Damage to Hired In Property**

In the event of DAMAGE (subject to any exclusions) to Property hired in by the Insured happening during the Period of Insurance whilst situated or in transit anywhere within the Territorial Limits the Insurers will pay to the Insured all sums which the Insured shall become legally liable to pay for

- a) DAMAGE to the Property hired in by the Insured
- b) hiring charges levied upon the Insured in consequence of such DAMAGE

Limit of Liability

The liability of the Insurers shall not exceed

- a) if Cover is provided by this Policy in respect of Section 1 the Sums Insured stated in the Schedule or the balance of such Sums Insured remaining after deduction for any other DAMAGE occurring during the same Period of Insurance unless the Insurers shall have agreed to reinstate any such Sum Insured
- b) if Cover is provided by this Policy in respect of Section 2 in total in respect of any one incident of DAMAGE or series of incidents of DAMAGE from a common cause the Limit of Liability stated in the Schedule

In the event that the Insured consists of more than one party or legal entity the liability of the Insurers shall not exceed the amount for which the Insurers would have been liable had such DAMAGE been sustained by any one of the Insured parties or legal entities

Where the basis of payment is to be Reinstatement payment of Reinstatement shall not be made

- a) unless Reinstatement commences and proceeds without unreasonable delay
- b) until Reinstatement has been carried out
- c) if the Property insured at the time of its DAMAGE shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement

MEMORANDA

Automatic Restoration of Sum Insured	The Sums Insured stated in the Schedule will be automatically restored without additional premium from the date of occurrence of any DAMAGE or liability
Legal Proceedings	The Cover provided by this Policy is extended to include legal costs incurred in the defence of proceedings against the Insured provided that the written consent of the Insurers must be obtained before any costs are incurred and the Insurers shall be entitled to nominate a solicitor to represent the Insured
Hiring Out	<p>The Cover provided by this Policy is extended to include Property whilst hired out</p> <p>a) the terms of any such hirings out covered by Section 2 are no less onerous than those terms under which the Property was hired in by the Insured</p>
Indemnity to Insureds Employer / Purchaser / Principal	<p>The Cover provided by this Policy is extended to include the Insureds employer/purchaser/principal solely to the extent required by the conditions of contract in force between the Insured and the employer/purchaser/principal</p> <p>provided always that such employer/purchaser/principal shall as if they were the Insured observe fulfill and be subject to the terms exclusions and conditions of the Policy</p>
Own Surrounding Property	The Cover provided by this Policy is extended to include DAMAGE (subject to exclusion of DAMAGE to the contents or load being handled by the Property) to Property not described in the Schedule belonging to the Insured or in his custody and control caused by accidental external impact with any item of Property described in the schedule or with the contents or load being handled by such Property provided that the liability of the Insurers shall not exceed £10,000 in respect of such DAMAGE during any Period of Insurance
Immobilised Property	<p>The Cover provided by this Policy is extended to include costs necessarily and reasonably incurred by the Insured to recover Property which has become accidentally immobilised during normal operations other than by its own explosion mechanical or electrical breakdown failure breakage or derangement (including but not limited to DAMAGE caused by any failure to maintain the Property in accordance with the manufacturers recommendations but not including DAMAGE caused by the error or omission of the driver(s) or operator(s) of the Property other than in respect of failure to maintain) provided that</p> <p>a) the liability of the Insurers shall not exceed £25,000 in respect of this memoranda during any Period of Insurance</p> <p>b) such costs do not exceed the sum which would otherwise have been payable under the terms of this Policy had such costs not been incurred</p> <p>c) the Insurers shall not be liable in respect of DAMAGE in order to effect recovery of Property</p> <p>d) The cover is extended to include retrieval from site cleaning and decontamination following accidental contamination or immobilisation subject to a maximum £25,000 any one Period of Insurance</p> <p>e) The Cover is extended to include the costs of transporting damaged plant to or from any repairer following Damage covered under the Policy.</p>

EXCLUSIONS

This Policy does not cover

Breakdown	in respect of Section I DAMAGE to Property caused by its own explosion mechanical or electrical breakdown failure breakage or derangement including but not limited to DAMAGE caused by any failure to maintain the Property in accordance with the manufacturers recommendations but not including DAMAGE caused by the error or omission of the driver(s) or operator(s) of the Property other than in respect of failure to maintain
Rubber Tyres	DAMAGE to rubber tyres unless such DAMAGE arises out of an accident for which Cover is provided under this Policy to other parts of the Property or unless such DAMAGE arises out of a malicious act which necessitates replacement of such tyres repair thereof being impracticable
Unexplained Loses	Loss of Property due to theft or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been notified under the terms of Claims Condition - Action By The Insured
Water Borne Vessels	DAMAGE to waterborne vessels or craft or Property on such vessels or craft
Underground Water Damage and Recovery	<ul style="list-style-type: none"> a) DAMAGE to Property occurring underground or underwater b) Recovery costs and abandonment in respect of Property underground
Policyholder's Contribution	the Excess stated in the Schedule being the first part of each and every claim to be borne by the Insured as ascertained after the application of all other terms and conditions of the Policy other than those stated in the Memorandum - Terrorism Provision
Terrorism	<p>DAMAGE</p> <ul style="list-style-type: none"> a) in the United Kingdom (not including the Channel Islands and the Isle of Man) other than in Northern Ireland by fire or explosion caused by or happening through or in consequence directly or indirectly of Terrorism b) in Northern Ireland caused by or happening through or in consequence directly or indirectly of <ul style="list-style-type: none"> i) civil commotion ii) Terrorism <p>In any action suit or other proceedings where the Insurers allege that by reason of this definition any DAMAGE or loss resulting from DAMAGE is not covered by this Policy (or is covered only up to a specified limit of liability) the burden of proving that such DAMAGE or loss resulting from such DAMAGE is covered (or is covered beyond that limit of liability) shall be on the Insured</p>
Pollution or Contamination	DAMAGE caused by pollution or contamination except (unless otherwise excluded) DAMAGE caused by pollution or contamination which itself results from any DAMAGE
Transit by Sea and Air	DAMAGE occurring whilst the Property is in transit by sea or air unless such transit is by scheduled flight or roll-on roll-off ferry
Corrosion or Erosion	DAMAGE consisting of or caused by any form of corrosion or erosion howsoever the same may arise but this exclusion shall not apply to DAMAGE to any other part of the Property free from such corrosion or erosion
Wear and Tear	DAMAGE consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the Property but this exclusion shall not apply to DAMAGE to any other part of the Property free from any such condition
Financial Loss	Loss of any kind whatsoever not specifically covered by this Policy including financial loss loss of profits loss due to delay or any consequential loss of any kind whatsoever not specifically covered by this Policy
War	DAMAGE caused by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority
Radioactive Contamination	<p>DAMAGE to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from</p> <ul style="list-style-type: none"> 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

**CONDITIONS
APPLICABLE TO
ALL SECTIONS**

Failure to comply with any of the following Conditions will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

Reasonable Precautions

The Insured shall take all reasonable precautions to prevent DAMAGE

Special Precautions

The Insured shall maintain the Property in an efficient condition and fit for its purpose and shall ensure that any Property requiring inspection or test under any statute or order or regulation shall be so inspected or tested

Multiple Lifting

Any lifting operations in which a single load is shared between more than one item of lifting equipment at the same time (of which at least one item of the equipment involved in such lifting operations is covered by this Policy) must fully comply with relevant legislation specifically LOLER Regulation 8 and BS7121 specification for multiple lifting

**GENERAL
CONDITIONS**

Insurance Act 2015

In respect of any

duty of disclosure
effect of warranties
effect of acts of fraud

the rights and obligations applying to the Policyholder and the Company shall be interpreted in accordance with the provisions of the Insurance Act 2015

Alteration

This Policy shall be terminated if:

- a) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
- b) the Policyholder's Interest ceases otherwise than by death or
- c) any alteration is made either in the Business or in the Premises or Property therein or any other circumstances whereby the risk is increased unless otherwise stated.

at any time after the commencement of this Policy unless its continuance be admitted by the Company and in respect of c) the Company agree not to avoid the Policy provided that

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Company would not have entered into this Policy on any terms,
- ii) the Policyholder shall pay an appropriate additional Premium if required by the Company with effect from the date of the alteration,
- iii) the Company shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration.

Declaration

The Premium payable under this Policy is provisional and subject to adjustment (unless the Property covered is specified owned plant only in which case this condition does not apply)

At the end of each period of insurance the Insured shall declare to the Insurers the information specified in the Schedule as Declaration Information

The actual premium shall be calculated at the rates applicable on the amounts declared

If the actual premium differs from the provisional premium the Insured shall pay or the Insurers shall refund the difference subject to a minimum retention by the Insurers of any minimum retained premium referred to in the Schedule or 50% of the provisional premium whichever is the greater

Right to Examine

The Insurers representatives shall have the right to examine at all reasonable times any Property

Cancellation

This Policy may be cancelled

- a) by the Insurers sending thirty days notice to the Insureds last known address who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Insurers
- b) by the Insurers sending seven days notice to the Insureds last known address in the event of non payment of any monthly premium on its due date where the Policy is issued or renewed on the basis of monthly premiums
- c) by the Insured who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Insurers

Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the Law which applies to this contract to the extent permitted by those laws Unless the parties agree otherwise in writing the Company have agreed with the Policyholder that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Policyholder is based or if the Policyholder is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Policyholder is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Policyholder is based or if the Policyholder is based in the Channel Islands or the Isle of Man the courts of whichever of those two places the Policyholder is based

Currency	All premiums and claims under this Policy shall be paid in the United Kingdom in pounds Sterling
Financial Sanctions Clause	<p>The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition</p> <p>If any such Prohibition takes effect during the Policy period the Policyholder or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address</p> <p>If the whole or any part of the Policy is cancelled the Company shall if and to the extent that it does not breach any prohibition return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding</p> <p>For the purposes of this Clause Prohibition shall mean any prohibition or restriction imposed by law or regulation</p>
Data Protection	<p>All personal information supplied by you will be treated in confidence by the RSA Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in data systems of the RSA Group of companies or our agents or subcontractors.</p> <p>How to contact the Data Protection Liaison Officer</p> <p>On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to</p> <p>Data Protection Officer Customer Relations Office RSA Bowling Mill Dean Clough Industrial Estate Halifax HX3 5WA</p> <p>The RSA Group of companies may pass your personal information to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect your personal information, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.</p>

CLAIMS CONDITIONS

Action by the Insured	<p>a) In the event of receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this Policy provide immediate notice (or on the first working day thereafter) thereof by telephone to the Insurers</p> <p>b) In the event of any incident of DAMAGE in consequence of which a claim is or may be made under this Policy the Insured shall</p> <ol style="list-style-type: none">i) notify the Insurers without delayii) notify the police authority immediately it becomes evident that any loss has been caused by malicious personsiii) carry out and permit to be taken any action which may be reasonably practicable to prevent further lossiv) deliver to the Insurers at the Insureds expense<ol style="list-style-type: none">1) full information in writing of the loss2) details of any other insurances on any Property hereby insuredwithin 30 days after such DAMAGE (7 days in the case of DAMAGE caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Insurers may allow<ol style="list-style-type: none">3) all such proofs and information relating to the claim as may be reasonably required4) if demanded a statutory declaration of the truth of the claim and of any matters connected with it <p>c) Failure to comply with this Condition will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss</p>
Contribution	<p>If at the time any claim arises there is any other insurance effected by or on behalf of the Insured insuring any DAMAGE covered by this Policy the liability of the Insurers hereunder shall be limited to its rateable proportion of such loss</p>
Rights of Recovery	<p>Any claimant under this Policy shall at the request and expense of the Company provide such information and co-operation as the Company may require and shall take and permit to be taken all steps for enforcing rights against any other party in the name of the Policyholder before or after any payment is made by the Company</p>
Claim Notification	<p>Conditions that apply to this policy in the event of a claim are set out in the Claims Condition. It is important that you comply with all policy conditions and you should familiarise yourself with their requirements.</p> <p>Directions for claim notification are included in the claims conditions.</p> <p>Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where notification is required.</p> <p>The claims conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide</p> <ul style="list-style-type: none">• Your name, address and your home and mobile telephone numbers• Personal details necessary to confirm your identity• Policy Number• The cause of loss or damage• Details of the loss or damage together with claim value if known• Police details where applicable• Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses. <p>This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:</p> <ul style="list-style-type: none">• Original purchase receipts, invoices, instruction booklets or photographs• Purchase dates and location of lost or damaged property• For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair. <p>This information will enable us to make an initial evaluation on policy liability. We may, however, request additional information depending on circumstances and estimated claim value. Sometimes we or someone acting on our behalf, may wish to meet with you to discuss</p>

Arbitration

If any difference arises 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 agreement between the parties or in default of agreement upon the application of either party to the President for the time being of the Chartered Institute of Arbitrators where any difference is by this condition to be referred to arbitration the making of an award shall be a requirement to any right of action against the Insurers

Claims Contacts

All claims must be reported initially to:

JCB Insurance Services Ltd
Woodseat
Rocester
Staffs
ST14 5BW

Tel: 01889 590219
Fax: 01889 590742

RSA Engineering Claims
17 York St
Manchester
M2 3RS

Tel: 0161 333 8773
Fax: 0161 235 3468

COMPLAINTS PROCEDURE

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with service provided, we would like the opportunity to put things right.

Our Complaints Process Initially please raise your concerns with your usual business contact. Once we have reviewed your complaint we will issue our business decision in writing. If upon receipt of this you remain dissatisfied you can escalate your complaint to our Customer Relations Officer who will conduct a separate investigation. This will be concluded with the issue of the company's final decision in writing

**Customer Relations
Contact Details** RSA Customer Relations Team
P O Box 255
Wyndham
NR18 8DP

**What to do if you are
still not satisfied** If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post:
Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone:
0800 0234567 (free from standard land line, mobiles may be charged)
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Your Rights Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Arranged by:
JCB Insurance Services Ltd
Woodseat
Rocester
Staffs
ST14 5BW

Underwritten by:
RSA Insurance plc
Registered in England & Wales at St Marks Court
Chart Way
Horsham
West Sussex
RH12 1XL

FAIR PROCESSING NOTICE

How we use your Information	Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.
Who we are	<p>This product is underwritten by Royal & Sun Alliance Insurance plc.</p> <p>You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.</p>
How your information will be used and who we share it with	<p>Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties. We may use and share your information with other members of the Group to help us and them:</p> <ul style="list-style-type: none"> • Assess financial and insurance risks; • Recover debt; • Prevent and detect crime; • Develop our services, systems and relationships with you; • Understand our customers' requirements; • Develop and test products and services <p>We do not disclose your information to anyone outside the Group except:</p> <ul style="list-style-type: none"> • Where we have your permission; or • Where we are required or permitted to do so by law; or • To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or • Where we may transfer rights and obligations under this agreement. <p>We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.</p> <p>From time to time we may change the way we use your information. Where we believe you may not reasonably expect such as change we shall write to you. If you do not object, you will consent to that change.</p> <p>We will not keep your information for longer than is necessary.</p>
Sensitive Information	<p>Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.</p>
How to contact us	<p>On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.</p>

Arranged by
JCB Insurance Services Ltd
Registered in England and Wales at Rocester, Staffs
Registration No. 1819946
Authorised by the Prudential Regulation Authority and regulated by the
Financial Conduct Authority and the Prudential Regulation Authority.

Underwritten by
Royal & Sun Alliance Insurance plc (No. 93792).
Registered in England and Wales at St. Mark's Court,
Chart Way, Horsham, West Sussex RH12 1XL.
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