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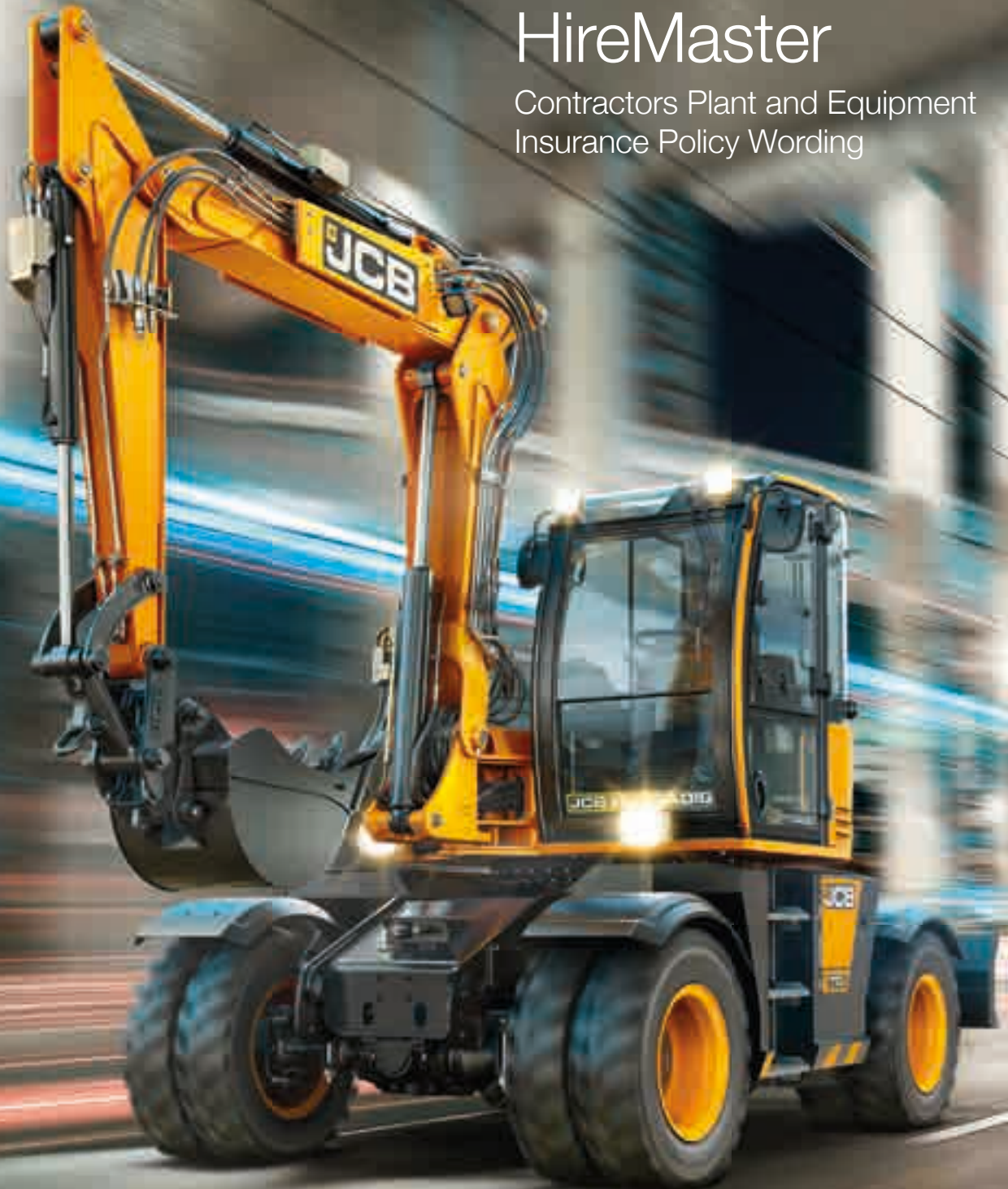


Underwritten by



JCB PlantMax & HireMaster

Contractors Plant and Equipment
Insurance Policy Wording



GROUNDWORK • CIVIL ENGINEERING • SITE CLEARANCE • PLANT HIRE



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

Claim Notification

Conditions that apply to the policy in the event of a claim are set out in the claims conditions below

It is important that you comply with all policy conditions and you should familiarise yourself with their requirements

Directions for claim notification are included in the claims conditions

Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required

Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim ideally as part of the initial notification you will provide

- Your name, address and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the 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

This information will enable us to make an initial evaluation on policy liability and claim value we may however request additional information depending upon the circumstances and value of the claim which may include the following

- 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

Sometimes we or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim to inspect the damage or to undertake further investigations

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General Conditions Applicable To All Sections

Insurance Act 2015

In respect of any

- A) duty of disclosure
- B) effect of warranties
- C) 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

Cancellation

This Policy may be cancelled

- A) by the Company sending thirty days notice to the Policyholder's 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 Company
- B) by the Company sending seven days notice to the Policyholder's 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 Policyholder who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company

Non Payment/Consumer Credit Termination

The Company reserves the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement

Currency

All premiums and claims under this Policy shall be paid in the United Kingdom in pounds Sterling

Declaration

The Premium payable under this Policy is provisional and subject to adjustment

At the end of each period of insurance the Policyholder shall declare to the Company any information specified as Declaration Information in the Schedule or in the Policy where the Section is stated as being covered in the Schedule

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

If the actual premium differs from the provisional premium the Policyholder shall pay or the Company shall refund the difference subject to a minimum retention by the Company of any Minimum Retained Premium referred to in the Schedule or 50% of the provisional premium whichever is the greater

Economic Financial or Trade Sanctions

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

If any such Prohibition takes effect during the Period of Insurance 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

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

For the purposes of this Condition Prohibition shall mean any economic financial or trade sanctions imposed by the European Union or United Kingdom or any other prohibition or restriction imposed by law or regulation of the country of which this Policy is issued or would otherwise provide cover

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 either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Policyholder is based

Limit Of Liability

In the event that the Policyholder consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had such Damage been sustained by any one of the Policyholder 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 Policyholder which is not upon the same basis of Reinstatement

If at the time of Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property exceeds the Sum Insured thereon at the commencement of any Damage the liability of the Company shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the cost of reinstating the whole of the Property at that time

Right To Examine

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

Third Party Contract Rights

No person other than the Policyholder or the Company may enforce the terms of this Policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply

Claims Conditions Applicable To All Sections

Abandonment

The Policyholder shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not

Action By The Policyholder

- 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 the Policyholder shall provide immediate notice (or on the first working day thereafter) thereof by telephone to the Company
- B) In the event of any incident of Damage in consequence of which a claim is or may be made under this Policy the Policyholder shall
- i) notify the Company without delay
 - ii) notify the police authority immediately it becomes evident that any loss has been caused by malicious persons
 - iii) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss
 - iv) deliver to the Company at the Policyholder's expense
 - 1) full information in writing of the loss
 - 2) details of any other insurances on any Property hereby insured within 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 Company may allow
 - 3) all such proofs and information relating to the claim as may be reasonably required
 - 4) if demanded a statutory declaration of the truth of the claim and of any matters connected with it
- C) In the event of any incident of Damage in consequence of which a claim is or may be made under this Policy in respect of Business Interruption the Policyholder shall also
- i) deliver to the Company at the Policyholder's expense within 7 days of its happening full details of any loss caused by riot civil commotion strikers locked-out workers taking part in labour disturbances or malicious persons
 - ii) with due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss

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

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 Company

Contribution

If at the time any claim arises there is any other insurance effected by or on behalf of the Policyholder insuring any Damage covered by this Policy the liability of the Company hereunder shall be limited to its rateable proportion of such loss

Rights of Recovery

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

Preferred Suppliers

We take pride in the claims service we offer to our customers our philosophy is to repair or replace lost or damaged property where we consider it appropriate and we have developed a network of contractors repairers and product suppliers dedicated to providing claim solutions

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement then payment will normally not exceed the amount we would have paid our preferred supplier

Claims Contact Details

RSA Group
Construction, Engineering & Renewable Energy Claims
17 York Street
Manchester
M2 3RS

Tel No: 0330 1024026
Fax No: 0161 235 3468

Email: engineering.claims@uk.rsagroup.com

Conditions Applicable To All Sections

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 Regulations 8 and BS7121 specification for multiple lifting

Reasonable Precautions

The Policyholder shall take all reasonable precautions to prevent Damage

Maintenance and Inspection

The Policyholder 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

Exclusions Applicable To All Sections

This Policy does not cover

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

Cyber and Data

any:

- i) Cyber Loss or;
- ii) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude subsequent Damage to Property and the amount of loss resulting from interruption of or interference with the Policyholder's Business caused by such Damage to Property where such Damage is caused by any of the following Defined Perils which directly results from a Cyber Incident or a Cyber Act

Defined Perils shall mean the following Covers only unless otherwise excluded by this Policy:

Fire, Lightning, Aircraft, Explosion, Earthquake, Riot and malicious vandalism (but only where involving physical force or violence), Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft

Disease

- A) Subject to clause B) and notwithstanding anything in this Policy to the contrary this Policy does not cover loss (whether physical or otherwise), destruction, or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by, or in any way attributable to:
 - i) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or
 - ii) any disease arising from any such pathogen or microorganism, or
 - iii) the threat or fear (actual or perceived) of i) or ii)
- B) Clause A) does not exclude any cover otherwise provided by this Policy for:
 - i) Damage which itself results from a Defined Peril caused by any of sub-clauses A) i) to iii)

- ii) loss due to interruption or interference with the Business of the Policyholder directly caused by such Damage.

For the purposes of this clause a Defined Peril shall mean the following Covers only unless otherwise excluded by this Policy: Fire, Explosion, Lightning, Aircraft, Earthquake, Riot and malicious persons, Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft

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

Ingress

Damage to Property caused by materials being processed or foreign bodies entering the Property with the materials being processed

Nuclear

Damage to

- A) nuclear material
- B) any constructional work including decommissioning in or of any building plant equipment or other property which has been used or is designed to be used for the production or use of nuclear material without the prior agreement of the Company

Policyholder's Contribution

the Policyholder's Contribution stated in the Schedule being 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 the Policy

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

Radioactive Contamination

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

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

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

Terrorism

Damage occasioned by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- B) In Northern Ireland civil commotion

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by or resulting from or in connection with any action aimed at controlling preventing suppressing or in any way relating to an act of Terrorism

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder

Transit By Sea And Air

Damage occurring whilst the Property is in transit by sea or air or whilst offshore on rigs or vessels but this exclusion shall not apply to the Temporary Cover in Europe and Transit by Sea Memorandum

Underground Water Damage And Recovery

- A) Damage to Property occurring underground or underwater
- B) Recovery costs and abandonment in respect of Property underground

Unexplained Losses

loss of Property due to theft or otherwise missing unless such loss is identifiable by the Policyholder with a specific occurrence which has been notified under the terms of Claims Condition - Action By The Policyholder

Vehicles Registered For Road Use

Any vehicle for which a road fund licence and/or certificate of motor insurance is required other than mechanically or electrically propelled contractors plant

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

Water Borne Vessels

Damage to waterborne vessels or craft or Property on such vessels or craft but this exclusion shall not apply to the Temporary Cover in Europe and Transit by Sea Memorandum

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

Definitions Applicable To All Sections

Company

shall mean Royal & Sun Alliance Insurance Ltd

Computer System

shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data Processing Media, networking equipment or back up facility, whether owned or operated by the Policyholder or by any other party

Cover

The active efficient cause of Damage covered under the Policy

Cyber Act

shall mean an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System

Cyber Incident

shall mean

- A) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- B) any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any Computer System.

Cyber Loss

shall mean any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident

Damage

shall mean physical loss destruction or damage

Data

shall mean any data of any sort, 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 other information whatsoever

Data Processing Media

shall mean material assets owned by the Policyholder upon which Data can be stored but excluding the Data itself

Deferred Purchase

shall mean an arrangement whereby the Policyholder enters into an agreement which entitles the Policyholder to defer payment for Property for a period in excess of usual trade credit

Event

shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

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

Period of Insurance

shall mean the period of time that the Policy is in force as shown in the Schedule

Policy

shall mean the terms and conditions of the contract including the Policy wording, Schedule, Endorsements, Clauses and Certificates

Policyholder

shall mean the legal entity insured by the Policy

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

shall mean those items detailed in the Schedule

Reinstatement

shall mean

- A) 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 overall performance or capacity to the Property which has suffered Damage
- B) where 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

Schedule

shall mean the statement of details specific to the Policyholder forming part of the Policy.

Situation

shall mean the location of the Property as detailed in the Schedule

Territorial Limits

shall mean the United Kingdom the Isle of Man and the Channel Islands

Terrorism

shall mean in Great Britain and Northern Ireland 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 Her Majesty's government in the United Kingdom or any other government de jure or de facto

in so far that the insurance provided by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear

Uninsured Variable Costs

shall mean purchases (net of discounts) packaging carriage and freight (unless otherwise stated in the Schedule)

The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Policyholder

Owned Contractors Plant

Cover

Damage to Owned Property

In the event of Damage (subject to any exclusions) to Property detailed in the Schedule owned by or on Deferred Purchase or lease to the Policyholder happening during the Period of Insurance whilst at any situation or in transit anywhere within the Territorial Limits and at the time of such Damage the Property

- A) is less than or equal to 2 years old from the date of sale as new the amount payable by the Company shall be Reinstatement
- B) is more than 2 years old from the date of sale as new the Company will pay to the Policyholder 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

Limit Of Liability

The liability of the Company shall not exceed in total in respect of any one incident of Damage or series of incidents of Damage from a common cause the Sum Insured set against each item in the Schedule under this Section

Memoranda

Additional Property – Specified Item Basis

The Cover provided by this Section of the Policy is extended to include additions to the Property occurring after the commencement of the Period of Insurance for the period up to the next Renewal Date subject to a maximum of £25,000 in the aggregate above the Sums Insured stated in the Schedule

Automatic Restoration of Sum Insured

In the event of Damage for which indemnity is provided by this Section of the Policy the Sums Insured stated in the Schedule will be automatically restored without additional cost

Cost of Replacement Property

In the event of Damage to Property for which liability is admitted under this Section of the Policy the Company will also pay the cost of hiring charges incurred by the Policyholder for the necessary hire of substitute Property of a similar type and capacity until repair reinstatement or replacement of the Property suffering Damage has been effected

Provided that the liability of the Company for the cost of such hiring charges shall not exceed £10,000 in respect of any one incident of Damage or series of incidents of Damage from a common cause

The hired in Property covered by this memorandum shall be subject to the terms of the Hired in Contractors Section and subject to the Sum Insured stated in the Schedule under the Hired in Contractors Plant Section or £150,000 whichever is the greater

Hiring Out

The Cover provided by this Section of the Policy is extended to include Property whilst hired out

Indemnity to Policyholder's Employer/Purchaser/Principal

The Cover provided by this Section of the Policy is extended to include the Policyholder's employer/purchaser/principal solely to the extent required by the conditions of contract in force between the Policyholder and the employer/purchaser/principal

Provided always that such employer/purchaser/principal shall as if they were the Policyholder observe fulfill and be subject to the terms exclusions and conditions of the Policy

Conditions

Declaration Information

At the end of each Period of Insurance the Policyholder shall declare to the Company

- A) the total new replacement value of all Property less than or equal to 2 years old from the date of sale as new
- B) the total market value of all Property more than 2 years old from the date of sale as new

Exclusions

This Section of the Policy does not cover

Breakdown

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 manufacturer's 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

Hired In Contractors Plant

Cover

Damage To Hired In Property

In the event of Damage (subject to any exclusions) to Property hired in by the Policyholder happening during the Period of Insurance whilst at any situation or in transit anywhere within the Territorial Limits the Company will pay to the Policyholder all sums which the Policyholder shall become legally liable to pay for

- A) Damage to the Property hired in by the Policyholder
- B) hiring charges levied upon the Policyholder in consequence of such Damage

Limit Of Liability

The liability of the Company under this Section shall not exceed in total in respect of any one incident of Damage or series of incidents of Damage from a common cause the Sum Insured stated in the Schedule for this Section

Memoranda

Automatic Restoration of Sum Insured

In the event of Damage for which indemnity is provided by this Section of the Policy the Sums Insured stated in the Schedule will be automatically restored without additional cost

Cost of Replacement Property

In the event of Damage to Property for which liability is admitted under this Section of the Policy the Company will also pay the cost of hiring charges incurred by the Policyholder for the necessary hire of substitute Property of a similar type and capacity for a period equivalent to the remainder of the hire period in respect of the hired in Property suffering Damage

Provided that the liability of the Company for the cost of such hiring charges shall not exceed £10,000 in respect of any one incident of Damage or series of incidents of Damage from a common cause

The hired in Property covered by this memorandum shall be subject to the terms of the Hired in Contractors Section and subject to the Sum Insured stated in the Schedule under the Hired in Contractors Plant Section or £150,000 whichever is the greater

Hiring Out

The Cover provided by this Section of the Policy is extended to include Property whilst hired out provided that the terms of any such hirings out are no less onerous than those terms under which the Property was hired in by the Policyholder

Indemnity To Policyholder's Employer/Purchaser/Principal

The Cover provided by this Section of the Policy is extended to include the Policyholder's employer/purchaser/principal solely to the extent required by the conditions of contract in force between the Policyholder and the employer/purchaser/principal

Provided always that such employer/purchaser/principal shall as if they were the Policyholder observe fulfill and be subject to the terms exclusions and conditions of the Policy

Conditions

Declaration Information

At the end of each Period of Insurance the Policyholder shall declare to the Company the total hire charges paid or due to be paid for Property hired in by the Policyholder during the Period of Insurance

Memoranda Applicable To The Owned Contractors Plant and Hired in Contractors Plant Sections

Anti-Theft and Security Devices

- A) Damage to any anti-theft locating immobilising or tracking device that is permanently fitted to the Property
- B) The cost of replacing the cylinder of the lock of any immobilising device which is permanently fitted to the Property as a result of the key to the device suffering Damage
- C) Damage to key pad or other access controlling devices

Provided that the liability of the Company shall not exceed £5,000 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause

The Policyholder's Contribution in respect of this memorandum is reduced to nil

Avoidance of Impending Damage

The Cover provided by these Sections of the Policy is extended to include necessary and reasonable costs (excluding the cost of any maintenance work) incurred by the Policyholder in taking exceptional measures to avoid or mitigate impending Damage for which cover is provided by these Sections of the Policy provided that

- A) Damage would be reasonably expected if the measures were not taken and
- B) The Company is satisfied that Damage has been avoided or reduced in consequence of the measures taken

Debris Removal

The Cover provided by these Sections of the Policy is extended to include costs necessarily and reasonably incurred by the Policyholder with the consent of the Company in removing and disposing of debris from the portion or portions of Property suffering Damage for which the Company has admitted liability under the Policy

Provided that the liability of the Company shall not exceed £10,000 in respect of any one incident of Damage or series of incidents of Damage from a common cause

Fuel in Bowsers

Where Damage to fuel bowsers for which liability is admitted by the Company under this Section of the Policy is accompanied by resultant loss of the fuel contained within the fuel bower suffering Damage the Company will pay the necessary and reasonable cost to replace such fuel

Provided that the liability of the Company under this memorandum shall not exceed £5,000 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause

Immobilised Property

The Cover provided by these Sections of the Policy is extended to include costs necessarily and reasonably incurred by the Policyholder 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 manufacturer's 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

- A) the liability of the Company shall not exceed £50,000 in the aggregate in respect of all recoveries under the Owned Contractors Plant and Hired In Contractors Plant Sections during any Period of Insurance
- B) such costs do not exceed the sum which would otherwise have been payable under the terms of this Section of the Policy had such costs not been incurred
- C) the Company shall not be liable in respect of damage caused in order to effect recovery of property

Incorrect Fuelling

In the event that the fuel tank of the Property is accidentally filled with the incorrect fuel the Company will pay the costs of

- A) draining the incorrect fuel and cleansing the fuel tank
- B) rectifying any subsequent damage inadvertently caused to the Property through it being driven or moved

The Policyholder's Contribution in respect of paragraph A) of this memorandum is reduced to nil

The Company shall not be liable for reimbursing the cost of

- A) the incorrect fuel or
- B) damage caused by the driving of the Property by anyone having knowledge that it had been incorrectly fuelled

Items on Free loan or Demonstration

The cover provided by these sections of the Policy includes Damage to Property on loan or demonstration to the Insured Provided that the Liability of the Company shall not exceed £100,000 in respect of any one incident of Damage or a series of incidents of Damage from a common cause

Surrounding Property and Goods Lifted

The Cover provided by these Sections of the Policy is extended to include

- A) Damage (subject to any exclusions) to property not described in the Schedule belonging to the Policyholder or in the custody or control of the Policyholder caused by accidental external impact with any item of Property covered by this Section or with the contents or load being handled by such Property
- B) Damage (subject to any exclusions) to goods in the custody or control of the Policyholder caused by accidental external impact due to the Policyholder's negligence whilst being handled by any item of Property covered by this Section

Provided that the liability of the Company shall not exceed £25,000 in respect of such Damage during any Period of Insurance

Temporary Cover in Europe and Transit by Sea

The Cover provided by these Sections of the Policy is extended to include

- A) Damage to Property whilst temporarily situated or in transit anywhere in the European Economic Area (EEA)
- B) Damage to Property occurring whilst the Property is in transit to or from the European Economic Area (EEA) by sea on roll-on roll-off ferry only

Provided that the liability of the Company shall not exceed £150,000 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause

Temporary Repair and Expediting Costs

The Cover provided by these Sections of the Policy is extended to include the necessary and reasonable costs incurred by the Policyholder with the consent of the Company in effecting temporary repairs and expediting permanent repair reinstatement or replacement of Property suffering Damage for which liability is admitted under this Policy

Provided that the liability of the Company shall not exceed in total in respect of any one incident of Damage or series of incidents of Damage from a common cause 10% of the normal cost of repair reinstatement or replacement of the Property or £50,000 whichever is the lesser which shall be in addition to the Sum Insured stated in the Schedule

Theft From Unattended Vehicles

The Cover provided by these Sections of the Policy includes Damage to Property stored in vehicles provided that the liability of the Company shall not exceed £5,000 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause in respect of theft from unattended vehicles

Complaints Procedure

Our Commitment to Customer Service

At JCB and RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Ensure that you are clear on how to escalate your complaint if necessary

Step 1

If your complaint relates to your policy then please contact the sales and service team in the office which issued the Policy or your Broker. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive.

Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations Team's contact details are as follows:

Post: RSA
Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

If you are still not happy

If you are still unhappy after our Customer Relations Team's 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
London
E14 9SR

Telephone: 0800 023 4567 (free from mobile phones and land lines)
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

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.

Fair Processing Notice

At Royal & Sun Alliance Insurance Ltd we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at:

www.rsagroup.com/support/legal-information/privacy-policy/

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

You may also email us at
crt.halifax@uk.rsagroup.com

Arranged by

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