

Machinery Movement **Policy**

Important Information

Please read and keep safe

Introduction

Your policy and schedule

Here is your new Machinery Movement policy containing full details of the insurance we are providing. The schedule, which is separately enclosed, sets out details of the cover you have chosen.

Please read this policy and schedule carefully to make sure that you have the cover you need. These documents form the contract of insurance between you and us.

The law which applies to this contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we, Aviva Insurance Ireland DAC, and you, the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract. The Insurer with which your contract will be concluded is Aviva Insurance Ireland DAC.

Complaints procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. If you arranged your cover through an intermediary or broker, please send your complaint to them. If your complaint is not sorted out to your satisfaction, please contact:

Aviva Insurance Ireland DAC at 1800 666 555.

You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651. Or you can contact the following:

- **Insurance Ireland at Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8.**

Phone: 01 676 1914
Fax: 01 676 1943
E-mail: iis@insuranceireland.eu
Website: www.insuranceireland.eu

- **Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29**

Tel: (01) 567 7000
E-mail: info@fspoi.ie
Website: www.fspoi.ie

You will not lose your right to take legal action if you contact any of the above.

Special Notes

Machinery Movement Policy

This Policy is evidence of the Contract between You and Us. We agree subject to the Terms and Conditions contained in or endorsed on the Policy to pay You the Benefits as shown in the Schedule to indemnify You against loss or damage to the Machinery or any part thereof happening during the Period of Insurance and after commencement and before completion of the Special Operations herein.

The Policy and Schedule will be read as one document and words and expressions to which specific meanings have been given in any part of the Contract will have such specific meanings wherever they may appear.

Where applicable, where insurance cover is provided under this Policy in respect of risks established or located in the United Kingdom [notified to and accepted by the Company], the insurance cover in respect of those risks will be provided through the Company's branch in the United Kingdom.

Insurance Act 1936

All monies which become or may become payable by Us under Your Policy will in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Government Levy

The First Premium includes any such levy.

Cooling Off Period

If the Insured cancels their Policy within 14 working days from the start date of the policy (the "Cooling Off Period"), the Company will refund their premium for the period of insurance remaining.

If the Insured cancels the Policy after the Cooling Off Period, please refer to General Condition 7 Cancellation of this Policy for terms and conditions.



Aviva Insurance Ireland DAC

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland.

A private company limited by shares.

Registered in Ireland No. 605769.

Registered Office: One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651.

General Exceptions

This policy does not cover or indemnify the Insured in respect of

1 repairs to or replacement of Machinery necessitated by:-

Wear etc

- (i) wear tear erosion corrosion or other deterioration so far as it relates to that part of the Machinery affected but damage to the Machinery resulting therefrom is included

Painted or Polished Surfaces

- (ii) chipping or scratching of painted or polished surfaces
Breakdown
- (iii) mechanical or electrical failure or derangement of such Machinery.

2 loss destruction or damage to Machinery

Sonic Bangs

- (i) directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

Fire

- (ii) caused by fire lightning or explosion whilst the Machinery is situated at any premises occupied by the Insured

Application of Tools

- (iii) caused by the direct application of tools Transit by air or sea
- (iv) occurring whilst it is in transit by air or sea

Onus of Proof

- (v) discovered unless such loss or damage can be directly attributed to an event occurring during the Specified Operations covered by this Policy.

Consequential Loss

3 penalties or liabilities for delay or detention or arising out of guarantees of performance or efficiency or consequential loss damage or liability of any nature whatsoever.

War etc

- 4 Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
- (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, revolution, military or usurped power, mutiny or military uprising or martial law
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

Radioactive Contamination

- 5 (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter

Terrorism

6 any liability loss damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss.

this clause also excludes liability loss damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism

for the purpose of this exclusion, terrorism means an act and/or threat of force or violence by any person or persons, whether acting alone or on behalf of or in connection with any organization committed for political or other purposes with including the intention to influence any government and/or to put the public or any section of the public in fear.

if the Company maintain that by reason of this exclusion any loss damage cost or expense is not covered by this policy, the burden of proving the contrary shall be upon the Insured.

Cyber Risk

- 7 1 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 Cyber Incident or the fear or threat (whether actual or perceived) of a Cyber Incident, regardless of any other cause or event contributing concurrently or in any other sequence thereto including, without limitation to the scope of the foregoing, any action taken in controlling, preventing, suppressing or remediating any Cyber Incident.
- 2 This endorsement supersedes and, if in conflict with any other wording in this Policy having a bearing on a Cyber Incident, Electronic Data or Malware or Similar Mechanism, replaces that wording.
- 3 However, subject to all the terms, conditions, limitations and exclusions of this Policy, paragraph 1 shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that an insured

General Exceptions cont.

establishes that such physical loss, destruction or damage was directly caused by a Specified Peril listed in paragraph 5, where specifically insured by this Policy. Nevertheless, any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data, directly occasioned by a Cyber Incident, shall not be recoverable hereunder nor be considered as physical loss, destruction or damage for the purposes of paragraphs 3 or 4.

- 4 Notwithstanding the foregoing, subject to all the terms, conditions, limitations and exclusions of this Policy, in the event of physical loss or destruction of, or physical damage to, hardware or an Electronic Data storage device of a Computer System directly caused by a Specified Peril listed in paragraph 5, where specifically insured by this Policy, which results in loss or destruction of, or damage to, Electronic Data then this Policy will cover reasonable and necessary expenses incurred in recreating, gathering or assembling such Electronic Data, but excludes the value of the Electronic Data to an insured or any other party.
- 5 For the purposes of this clause only, a "Specified Peril" means one of the following perils: Fire; lightning; explosion; aircraft and aerial devices dropped from them.
- 6 The following definitions apply to this clause and retain the same meaning throughout:
 - 6.1 "Cyber Incident" shall include
 - (i) unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof;
 - (ii) Malware or Similar Mechanism;
 - (iii) programming or operator error whether by the insured or any other person or persons;
 - (iv) any unintentional or unplanned – wholly or partially - outage of the insured's Computer System not directly caused by physical loss or damage, affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.
 - 6.2 "Computer System" means any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.
 - 6.3 "Electronic Data" means facts, concepts and information converted to a form useable for communications, interpretation or processing by

electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

- 6.4 "Malware or Similar Mechanism" means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to 'virus', 'Trojan horses', 'worms', 'logic bombs' or 'denial of service attack'.
- 6.5 "Policy" means this policy and any endorsement thereto

Date Recognition

- 8 liability in respect of any claim of whatsoever nature which arises directly or indirectly from or consisting of the failure or inability of any
 - (a) electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware program computer data processing equipment telecommunication or systems or any similar device
 - (b) media or systems used in connection with any of the foregoing whether the property of the insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date including without limitation the failure or inability to recognise capture save retain or restore and/or correctly to manipulate interpret transmit return calculate or process date data information command logic or instruction as a result of.
 - (i) recognising using or adopting any date day of the week or period of time otherwise than as or the true or correct date day of the week or period of time
 - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

Exemption to Date Recognition

Provided always that this exclusion shall not apply to:

Subsequent damage to or loss or destruction of property owned by in the possession of or held in trust by the Insured and / or the Insured's consequential loss arising from loss or destruction of or damage to any property if directly caused by fire lightning explosion aircraft and other aerial devices dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal or stealing only where these covers are provided by the Policy

General Conditions

Endorsements

(Applicable only as stated in the Schedule)

- MM1** General Exception 2 (iv) shall not exclude loss of or damage to Machinery occurring whilst it is in transit on a recognised and scheduled roll on/roll off ferry route.
- MM2** Notwithstanding anything contained to the contrary in the Definition of Erection in this Policy loss of or damage to Machinery occurring during unloading from the transport vehicle is excluded.
- MM3** In respect only of new previously unused Machinery General Exception 1(iii) shall read:
This Policy excludes repairs to or replacement of Machinery necessitated by mechanical or electrical failure or derangement of such Machinery which occurs later than the Testing Period shown in the Schedule dating from the commencement of testing.

Identification

- 1 This Policy Schedule and any Endorsements shall be read together as one Contract and unless specifically stated to the contrary any word or expression to which a specific meaning has been given shall bear such meaning wherever it may appear.

Precautions

- 2 The Insured shall at all times take precautions to keep the Machinery in a proper state of maintenance and repair and to prevent accident or loss.

Arbitration

- 3 Any dispute between the Policyholder and the Company on the Company's liability in respect of a claim or the amount to be paid shall, in default of agreement, be referred within twelve months of the dispute arising, to an arbitrator, appointed jointly by the Policyholder and the Company in agreement, or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland and the decision of such arbitrator shall be final and binding on both parties. If the dispute has not been referred to arbitration within the aforesaid twelve month period, then it shall be deemed to have been abandoned and not recoverable thereafter.

Observance of Conditions

- 4 The obligation of the Company to make any payment under this Policy is conditional upon
 - (a) the answers in any proposal, statement of fact, declaration and any other document provided by the Insured to the Company for this insurance being true and complete to the best of the knowledge and belief of the Insured and such proposal, statement of fact, declaration and any other document provided by the Insured to the Company shall be part of this contract and is deemed to be incorporated herein

- (b) the Insured or any other person on whose behalf payment is claimed observing the terms and conditions of this Policy in so far as they apply
- (c) the due observance and fulfillment of the terms provisions and conditions so far as they relate to anything to be done or complied with by the Insured.

Duty of Disclosure and Alteration of Risk

- 5 The Insured is under a duty to answer all questions, which the Company ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by the Insured to the Company for this insurance must be true and complete.

This is for the Insured's protection because, if the Insured does not give the Company all the information the Company needs, the policy may not provide the Insured with the cover the Insured needs, a claim may not be paid, the policy could be declared invalid and void or may be cancelled, and the Insured may encounter difficulty trying to purchase insurance elsewhere.

The Insured may lose all cover under this policy if, since the start date of the policy or the last renewal date (whichever is the latest), there is a material change in the Insured's circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this policy or the nature of the risk underwritten) including but not limited to such changes relating to the Premises, the Business, the occupancy, the duties or the activities of the Insured.

If the Insured is not sure whether to tell the Company about a change in respect of the Insured's circumstances, the Insured should contact their broker immediately.

In addition, the Insured must tell the Company immediately about changes, that have not already been advised to the Company, relating;

- 1 to any accident, loss or claims made against the Insured in the last five years, and/or any claims currently outstanding/pending;
- 2 to any convictions, offences or prosecutions pending of any nature (for example, but not limited to, fraud, theft or handling stolen goods) that are not considered a 'spent conviction'* under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016,
- 3 to the Insured's access to any hazardous sites or locations;
- 4 to (where a Certificate of Motor Insurance has been issued under this policy) the way the vehicle(s) is used, or the circumstances of any driver (whose driving is covered) relating to that driver being disqualified from driving or having had any accident, loss or claim in the last five years or having any outstanding/pending claim or having a medical condition that has not been advised to the National Driving Licence Service; and/or
- 5 to the Insured's business being wound up or carried on by a liquidator or receiver or permanently discontinued.

General Conditions cont.

Additional Duty of Disclosure for Non-Consumer Customers

PLEASE NOTE - IF THE INSURED IS NOT A CONSUMER (AS DEFINED BELOW) THE FOLLOWING DUTY ALSO APPLIES.

In addition to the above, the Insured must also tell the Company about **any other facts**, which are likely to affect whether the Company agrees to provide cover, or how the Company assess the risks proposed for insurance.

If the Insured is not sure whether they should tell the Company about something, they should tell the Company anyway. This is for the Insured's own protection because, if the Insured does not give the Company all the information the Company needs, the policy may not provide the Insured with the cover the Insured needs, a claim may not be paid, the policy may be declared invalid and void or may be cancelled, and the Insured may encounter difficulty trying to purchase insurance elsewhere.

Consumer Definition:

Consumer means a 'consumer' as defined by section 2(1) of the Financial Services and Pension Ombudsman Act 2017. For the avoidance of doubt, the definition of 'consumer' shall include:

- (i) a natural person, not acting in the course of business
- (ii) a sole trader, partnership, trust club or charity (not being a body corporate), with an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, or
- (iii) an incorporated body that
 - (a) had an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, and
 - (b) is not a body corporate that is a member of a group of companies (within the meaning of section 8 of the Act of 2014) with a combined annual turnover (in the previous financial year (within the meaning of section 288 of the Act of 2014) of the group of companies), of greater than €3 million

* An individual is not required to disclose a spent conviction when supplying information on past convictions. To determine if a conviction is a 'spent conviction' under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016 please visit www.Irishstatutebook.ie

Mid Term Alterations

- 6 If you make an alteration to your policy and this results in a change of premium, we will not charge or refund any amount under €20.

Cancellation

- 7 (i) The Company may cancel this Policy by sending 10 days' notice by registered post to the Insured at their last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

- (ii) The Insured may cancel this Policy after the "Cooling Off Period" by giving the Company written notice and provided that there have been no:
- (a) claim(s) made under the policy for which the Company have made a payment
 - (b) claim(s) made under the policy which are still under consideration
 - (c) incident(s) which the Insured is aware of and are likely to give rise to a claim which has already been or is yet to be reported to the Company during the current Period of Insurance, the Company will refund to the Insured a proportionate part of the premium paid for the unexpired period.

For information on how to cancel within the "Cooling Off Period" please read page 1

Fraud and Misrepresentation

- 8 The Insured may lose all benefit under this Policy if any claim is fraudulent in any way or if the Insured or anyone acting on their behalf has used any type of fraud relating to this insurance Policy (this includes exaggerating a claim, making a claim which is in any way false, or use of any false or stolen documents when making a claim).

The Insured may lose some or all benefit under this Policy if they have not answered all questions, which the Company have asked, honestly and with reasonable care (including any answers or information the Insured has provided to us that may have affected our decision to provide cover or in calculating the Policy premium) or if the Insured has used any false or stolen documents in applying for the cover provided under this Policy.

In the event of any fraud relating to this insurance Policy the Company may cancel the Policy and retain the premium paid.

Claims Conditions

Action by Insured

- 1 On the happening of any occurrence which might result in a claim under this Policy the Insured shall give immediate notice thereof to the Company and send written confirmation to the Company within seven days of the occurrence and shall take all practical steps and precautions to minimise the loss or damage and to prevent any further loss or damage and shall preserve any damaged Machinery and in the case of Machinery stolen or lost or wilfully damaged shall give immediate notice to the police.

Evidence of Loss

- 2 In the event of a claim being made under this Policy the Insured shall when called upon to do so furnish to the Company at his own expense in writing all details of the claim together with such evidence vouchers proofs and explanations as the Company may reasonably require.

Company's Rights

Entry and Possession

- 3 On the happening of any occurrence which might result in a claim under this Policy the Company and every person authorised by the Company may without thereby incurring any liability enter any premises where the occurrence has happened and may take and keep possession of and deal with any salvage.

Control of Claims

- 4 The Company shall be entitled at its discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons whether or not any payment has been made by the Company and the Insured shall give all information and assistance required.

Other Insurances

- 5 If at the time any claim arises under this Policy there is any other existing insurance covering the same loss or damage the Company shall not be liable to pay or contribute more than its rateable proportion of any such loss or damage.

Settlement

- 6 In the event of loss of or damage to any item of Machinery for which indemnity is provided under this Policy the Company may at its option reinstate replace or repair the item or may pay in cash the amount of the loss or damage. The Company shall not be liable for the cost of any reinstatement replacement or repair undertaken without its written consent.

If the Company agree to pay the Insured in respect of loss or destruction of or damage to the property insured, the Company reserves the right to make staged payments and a portion of the agreed sum will be retained by the Company until all works are completed within the agreed scope and final invoice submitted.

Excess

- 7 In respect of each and every claim the Company shall not be liable for the amount specified in the Schedule as the Excess.



*For our joint protection, we may record and
monitor phone calls.*

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