

# Fork-Lift Policy

## **Important Information**

Please read and keep safe

# Introduction

## Your Policy and Schedule

Here is your new Fork-Lift Insurance Policy containing full details of the insurance being provided. The Schedule contains particulars personal to your insurance protection under the policy including the levels of cover operative under each Section of the policy and should be read in conjunction with the rest of the policy.

**Important – Please note: Only those Sections as showing as in force in the attached Schedule shall apply to your particular policy**

May we please ask you to examine this Policy and Schedule carefully to ensure it meets with your particular needs.

## The Law applicable to the 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**  
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  
Phone: 01 567 7000  
E-mail: info@fspo.ie  
Website: www.fspo.ie

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

## Fork-Lift Policy

As the Insured has paid or agreed to pay the premium to the Aviva Insurance Ireland DAC ("the Company") the Company will during the Period of Insurance indemnify the Insured against accident injury loss or damage happening during that period to the extent of and subject to the terms of this Policy

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.

## Definition of the Vehicle

"The Vehicle" means

Any Vehicle mentioned by Description or by Registration Mark in the Certificate of Motor Insurance (referred to in this Policy as "the Certificate") bearing the number of this Policy as the Certificate Number which has been issued to the Policyholder and remains effective

## Special Notes

The Schedule and Road Traffic Act Certificate(s) of Insurance and Disc(s) for this Policy are separately enclosed

In case of accident, immediate notice must be given to the company

## Insurance Act 1936

All monies which become or may become payable by us under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in 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 herein includes any such levy

## Cooling Off Period

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

If You cancel the Policy after the Cooling Off Period, please refer to General Condition 4 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.

# Limits of Indemnity

The liability of the Company under each Section of this Policy (except under Section 3) in respect of any Item of Property shall not exceed the amount of indemnity stated in the Schedule against such Section

# General Exceptions

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

## OVERLOADING

- 1 the application of a loading to the Vehicle in excess of that stipulated in the report of the last examination of the Vehicle by a competent person or in the certificate of a subsequent test of the Vehicle by a competent person (whichever is the lower) or where an examination or test by a competent person has never been carried out in excess of the manufacturer's design loading for the Vehicle or in excess of that stipulated by the Company in writing

but this Exception shall not apply where the application of the excess loading is completely outside the control of the Insured

## CONSEQUENTIAL LOSS

- 2 consequential loss (except under Section 3) incurred by the Insured including loss of use of any property

## RADIOACTIVE CONTAMINATION

- 3 (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

## SONIC BANGS

- 4 loss destruction damage or liability (except under Section 3) directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

## WAR ETC

- 5 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

# General Exceptions (continued)

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

## TESTING

- 6 loss damage or liability directly caused by and occurring during testing

## TERRORISM

- 7 any 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

except so far as it is necessary to meet the requirements of Road Traffic Legislation

## CYBER RISK

- 8 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 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

# General Exceptions (continued)

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

(Not applicable to section 3)

- 9 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

## INSPECTION CONTRACTS

### Applicable Only on Policies Providing Inspection Contracts

the scope of the inspection service provided by the Company shall not extend to the testing of the Vehicle described in the Schedule of Plant. Accordingly, the Client agrees that the Company shall in

no event be liable whether in contract, tort (including negligence) or otherwise howsoever for any loss, damage, costs, claims or expenses whether arising directly or indirectly due to the fact that the Vehicle described in the Schedule of Plant is affected in any way by any failure of the Plant described in the Schedule of Plant in relation to date recognition.

## CONTRACTUAL LIABILITY

- 10 Liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement

# General Conditions

## IDENTIFICATION

- 1 This Policy and any Endorsement thereon, the Policy Schedule and the Certificate(s) are to be read together and any word(s) or expression(s) to which a specific meaning has been attached in any of them shall bear the same meaning wherever it/they may appear

For the purpose of this Policy the word

- (i) "Insured" shall have the same meaning as the word "Policyholder"
- (ii) "Clause" shall have the same meaning as the word "Section"

## PRECAUTIONS

- 2 The Insured shall comply with all statutory requirements concerning safety use and inspection of the Vehicle and shall take precautions to keep the Vehicle in a proper state of maintenance and repair and to prevent accident or loss

## RIGHT TO INSPECT

- 3 The Company shall have the right at all reasonable times to inspect and examine the Vehicle Dismantling and re-assembling in connection with any examinations shall be carried out by the Insured on such date or dates as the Company and the Insured shall mutually agree for the making of such examinations.

## CANCELLATION

- 4 (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 see the Introduction page above.

## VAT

- 5 To the extent that the Insured is accountable to the Tax Authorities for Value Added Tax all terms in this policy shall be exclusive of such Tax

## OBSERVANCE OF CONDITIONS

- 6 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.

## ARBITRATION

- 7 Any dispute between the Insured 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 Insured and the Company in agreement or failing agreement appointed by the President for the time being of the 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

## DUTY OF DISCLOSURE AND ALTERATION OF RISK

- 8 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.

# General Conditions (continued)

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.

## 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](http://www.Irishstatutebook.ie)

## VEHICLE MAINTENANCE, SAFEGUARDING FROM LOSS

- 9 The Policyholder shall take all reasonable steps to safeguard against bodily injury loss of or damage to material property and shall maintain the Vehicle in efficient condition At all times the Company shall have free access to examine the Vehicle

## AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

- 10 Nothing in this policy or any Endorsement thereon shall affect the right of any person insured by this Policy (or of any other person) to recover an amount under or by virtue of the provisions of the law of any territory in which this Policy operates relating to the insurance of liability to Third Parties But the Policyholder shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law

## MID TERM ALTERATIONS

- 11 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

## FRAUD AND MISREPRESENTATION

- 12 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.

# General Conditions *(continued)*

## SUSPENSION OF COVER

- 13 The Company may at any reasonable time inspect the Vehicle and in the event of any defect or danger being apparent the Company may give written notice to the Insured when all liability of the Company under Sections 1, 4 and 5 arising from such defect or danger shall be suspended.



# Claims Conditions

## ACTION BY INSURED

- 1 (a) Injury loss or damage involving the Vehicle must be reported to the Company in writing with full details as soon as possible
- (b) In the event of the Vehicle being stolen immediate notice must be given to the nearest Garda Station
- (c) Every communication relating to an occurrence must be sent to the Company immediately and the Policyholder or any other person on whose behalf payment is claimed shall give all such assistance as the Company may require  
  
Notice shall also be given in writing to the Company immediately the Policyholder or any other person on whose behalf payment is claimed shall have knowledge of any impending prosecution or inquest in connection with any such event
- (d) No admission of liability or offer or promise of payment whether expressed or implied shall be made without the written consent of the Company which shall be entitled at its own discretion to take over the conduct in the name of the Policyholder (or any other person entitled to indemnity or payment under this Policy) the defence or settlement of any claim or to prosecute in the name of the Policyholder (or such other person) for its own benefit any claim for indemnity or damages or otherwise
- (e) The Insured shall discontinue the use of the damaged Vehicle unless the Company authorises otherwise until the Vehicle shall have been repaired to the satisfaction of the Company Any damaged parts which are replaced shall be kept for inspection by the Company

## MINOR REPAIRS

- 2 On the happening of any occurrence which might result in a claim under Sections 1, 4 and 5 of this Policy the Insured may without prejudice to any liability of the Company proceed with minor repairs to any Machines which do not involve temporary repairs or expediting costs subject to compliance with the Claims Conditions and subject to notification of such repairs to the Company without delay but other repairs shall only be carried out with the written consent of the Company

## 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 (Applicable only to Section 3)

In connection with any one claim or number of claims arising out of one cause for payment against liability in respect of loss of or damage to material property the Company may at any time pay to the Policyholder the amount of the indemnity provided by Section 3 (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled

Upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment

## Other Insurances

- 5 If at the time any claim arises under this Policy there is any other existing insurance covering the same accident injury loss or damage the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses  
  
Nothing however in this Condition shall impose on the Company any obligation to make any payment under this Policy from which it would have been relieved under Exception 4 to Section 3 of this Policy but for the terms of this Condition

## Excess

- 6 The Company shall not be liable in respect of each and every claim for the amount shown in the Schedule as the Excess for the particular Section of the Policy

## Settlement

- 7 In the event of loss or damage for which indemnity is provided under Sections 1, 4 or 5 of the Policy the Company may at its option reinstate replace or repair what is lost or damaged or may pay in cash the amount of the loss or damage

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 the property is replaced within the agreed scope and final invoice submitted.

## The insurance/inspection by Sections 1, 2, 3, 4 and 5 is applicable to the Vehicle as shown in the Specification

The Company will indemnify the Insured against

### SECTIONS 1 & 4 LOSS OF OR DAMAGE TO THE VEHICLE

#### Section 1

Sudden and unforeseen loss of or damage to the Vehicle other than loss or damage consisting of or resulting from its Breakdown

#### Section 4

Loss of or damage to the Vehicle consisting of or resulting from its Breakdown

**Breakdown** means sudden and unforeseen

- (a) breaking distortion or electrical burn-out of any part of the vehicle
- (b) complete severance of a rope forming part of the Vehicle designed for lifting (but not breakage or abrasion of wires or strands although replacement is necessitated thereby)

whilst the Vehicle is in use arising from defects in the Vehicle causing immediate stoppage of its function and requiring repair or replacement

### SECTIONS 5 LOSS OF OR DAMAGE TO LIFTED GOODS

Loss of or damage to property belonging to the Insured or in the charge or under the control of the Insured or any servant of the Insured caused by

The lifting lowering handling or conveying of such property by the Vehicle not being loss or damage resulting from a fault in or fragility of the property or its container or loss of or damage to any portion of the property not being lifted lowered handled or conveyed by the Vehicle at the time damage occurs

Notwithstanding anything contained in this Policy to the contrary the total liability of the Company in respect of Section 5 (Lifted Goods) shall not exceed in any one period of insurance the amount of indemnity shown against such section in the schedule

### EXCEPTIONS APPLYING TO SECTIONS 1, 4 AND 5

Sections 1, 4 and 5 exclude

- 1 loss or damage consisting of

#### Wear etc.

- (a) wearing away wasting erosion corrosion slowly developing deformation or distortion or any other gradual deterioration so far as it relates to that part of the Vehicle affected but loss or damage resulting therefrom is not excluded

Chipping and Scratching

- (b) chipping of painted surfaces or scratching of any surfaces

#### Maintenance etc.

- 2 (a) the cost of maintenance work
- (b) loss of or damage to a device for safety or protection when it operates for that purpose
- (c) loss of or damage to tyres by the application of brakes or by punctures cuts or bursts

#### Multiple Lifting Operations

- 3 loss or damage caused by the use of
  - (a) two or more Vehicles insured by this policy
  - or
  - (b) a Vehicle insured by this Policy with any other lifting equipment

for the purpose of the lifting lowering handling or conveying of a load if

- (i) the maximum safe working load of any lifting machine so used is 50 tons or more
- (ii) the weight of the load being lifted lowered handled or conveyed is 65 tons or more

unless after being given prior notification of such intended use together with all material facts applicable thereto the Company agrees to waive this Exception in which case the insurance provided by this Policy in respect of that operation will be interpreted as if this Exception had not been incorporated herein and all the terms and conditions and limitations of this Policy will apply

#### Sections 5 excludes

Loss of or damage to the Vehicle causing the loss

### REINSTATEMENT

The basis upon which indemnity for Sections 1 and 4 is calculated shall be Reinstatement of the Vehicle lost or damaged and Reinstatement shall mean

in respect of Sections 1 and 4

- (a) where the Vehicle is lost its replacement by similar property in a condition equal to but not better or more extensive than its condition when new
- (b) where the Vehicle is damaged the cost of repair of the damage except that where all the necessary parts to repair the damage are not obtainable from the manufacturer or the agents or factors of the manufacturer at listed prices Reinstatement shall mean the cost of an equivalent repair to similar property of modern manufacture in respect of which all spare parts are obtainable from the manufacturer or the agents or factors of the manufacturer at listed prices

In respect of Section 1 reinstatement shall not apply to Vehicles which are greater than 5 years old.

## SECTIONS 2 INSPECTION

### Inspection Clause

Where a Specification is attached to this Policy the Insured agrees that in pursuance of General Condition 3 of this Policy the Company may periodically examine and supply reports (including reports required by statute) in respect of any Vehicle described therein

Provided always that

- 1 nothing in this clause shall relieve the insured of his/her legal responsibility to ensure that all statutory inspections are carried out
- 2 the Company accepts no liability arising from the Insured's failure or refusal to present any Vehicle for inspection as required by the Special Condition below

### Special Condition applicable to Inspection Clause

Upon request by the Company the Insured shall have the Vehicle properly cleaned and prepared for examination at a mutually agreed time All expenses in connection with such cleaning and preparation and of assembly thereafter shall be borne by the Insured

The Insured shall render all assistance reasonably required by the Company its servants or agents in carrying out the inspections

## EXCEPTIONS TO INSPECTION CLAUSE

### Maintenance and Repair

- 1 The Company shall not be liable to maintain or repair the Vehicle

### Excluded Services

- 2 The periodical examinations by the Company exclude
  - (a) inspections required to be done outside the Company's normal business hours or on Saturdays Sundays or Bank Holidays at the request of the Insured
  - (b) pre-commissioning inspections laboratory services consultation work the provision of written schemes load testing non-destructive testing thermographic testing radiography checking of drawings or designs or inspections prior to sale or purchase
  - (c) inspections required under statutory provisions which require more than twice-yearly inspections

unless such services are agreed separately with the Company at the appropriate terms and conditions

## SECTION 3 LIABILITY TO THIRD PARTIES

The Company will indemnify the Insured Person against all sums which he shall become legally liable to pay for damages and claimant's costs and expenses and any other costs and expenses incurred with its written consent in respect of bodily injury (fatal or otherwise) or physical damage to physical property (payment in respect of such damage being limited to €1,300,000 in respect of any one claim or number of claims arising out of one cause) arising as a result of an accident caused by or in connection with

- (a) the Vehicle

- (b) the loading or unloading of the Vehicle
- (c) the bringing of a load to the Vehicle for loading thereon or the taking away of a load after unloading therefrom by
  - (i) the driver or attendant of the Vehicle
  - (ii) any other person but only in respect of an accident caused or arising in a Public Place within the meaning of any relevant road traffic legislation

### Legal Representation

In addition the Company will pay

- 1 The Solicitor's fee for
  - (i) representation at any Coroner's Inquest or Fatal Accident Inquiry
  - (ii) defending in any court of Summary Jurisdiction any proceedings relating to any event which may be the subject of payment under this Section
- 2 At the request of the Insured legal defence costs up to €1,300 for Manslaughter proceedings or Dangerous Driving Charges under sub-section (2) (a) of Section 53 of the Road Traffic Act 1961 where such proceedings or charges relate to any event which may be the subject of payment under this Section

### Insured Person

"Insured Person" shall mean any one or more of the following on whose behalf payment is claimed

- 1 The Policyholder
- 2 Any person entitled to drive by the terms of the Certificate other than a person in the Motor Trade
- 3 The employer or partner of any person whose business use is permitted by the terms of the Certificate
- 4 At the request of the Policyholder any person (other than the person driving) in or getting into or getting out of the Vehicle
- 5 At the request of the Policyholder the Owner of the Vehicle
- 6 The attendant of the Vehicle
- 7 Any person to whom the vehicle is lent or let on hire by the Policyholder

### Unlicensed Drivers

Any requirements of the Certificate that the person driving must hold or have held a licence to drive shall be inoperative when a licence is not required by law provided that the terms of the Certificate are otherwise observed and the person driving is of an age to hold a licence to drive the Vehicle

### Application of Policy Limits

In the event of any accident involving payment on behalf of more than one Insured Person any limitation by the terms of this Policy (or of any Endorsement thereon) of the amount of any payment shall apply to the aggregate amount of such payment on behalf of all such Insured Persons and such payment shall apply in priority to the Policyholder

## TERRITORIAL LIMITS

The Policy will apply in respect of

- 1 events occurring in (a) the Republic of Ireland and (b) Great Britain Northern Ireland Channel Islands or the Isle of Man or in the course of transit by sea between any ports therein including processes of loading and unloading
- 2 the minimum indemnity required to comply with the laws relating to compulsory insurance of Vehicles in any country which is a member of the European Economic Community and any other country in respect of which the Commission of the European Economic Community is satisfied that arrangements have been made to meet the requirements of Article 8 (1) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 2009/103/EC)

## EXCEPTIONS TO SECTION 3

Except so far as is necessary to meet the requirements of any road traffic legislation the Company shall not be liable in respect of

- 1 bodily injury to any person whilst such person is in or on entering getting on to being put into or on or alighting from or being taken out of or off the Vehicle
- 2 loss of or damage to
  - (a) material property belonging to or held in trust by or in the custody or control of the Insured Person
  - (b) the Vehicle
  - (c) property being conveyed by the Vehicle
- 3 bodily injury to any person arising out of and in the course of such person's employment by the Insured Person
- 4 any claim if the Insured Person (other than the Policyholder) is entitled to claim payment or indemnity under any other Policy
- 5 any claim if to the knowledge of the Insured Person the Vehicle is at the time of the accident being driven or used other than in accordance with the terms of the Certificate
- 6 liability assumed by the Policyholder by agreement and which would not have attached in the absence of such agreement



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

**Aviva Insurance Ireland DAC**

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