

Select Engineering Policy

Important Information

Please read and keep safe

Introduction

Your Policy and Schedule

Here is your new Select Engineering 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 policy cover through an intermediary or broker then you should initially direct your complaint to them. If the complaint is not resolved to your satisfaction you can 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 either of the above.

Select Engineering Policy

Here is your new Select Engineering 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.

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 due under this Policy shall in accordance with Section 93 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 herein 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 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

SECTIONS A AND B

under each of Sections A and B in respect of any item of Pressure Plant or Machine for one occurrence or all occurrences of a series consequent on one original cause

SECTION C

under each of Sections C for all compensation payable to any claimant or number of claimants in respect of or arising out of one occurrence or all occurrences of a series consequent on one original cause

shall not exceed the sum stated in the Schedule as the Amount of Indemnity for the particular Section

General Exceptions

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

OVERLOADING

- 1 loss damage or liability caused by
 - (a) the application of a pressure within an item of Pressure Plant in excess of that stipulated in the report of the last examination of the Pressure Plant by a competent person or where an examination by a competent person has never been carried out in excess of the manufacturer's design pressure for the Pressure Plant or in excess of that stipulated by the Company in writing
 - (b) the application of a loading to a Machine in excess of that stipulated in the report of the last examination of the Machine by a competent person or in the certificate of a subsequent test of the Machine 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 Machine or in excess of that stipulated by the Company in writing

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

CONSEQUENTIAL LOSS

- 2 liquidated damages penalties for delay or detention or guarantees of performance or efficiency or consequential loss 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 directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

General Exceptions (continued)

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 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 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
- 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

- 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.

General Exceptions (continued)

- 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

- 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 Plant described in the Schedule of Plant for date recognition. Accordingly, the Insured 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 Plant 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.

ASBESTOS

- 10 liability directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause which may have contributed concurrently or in any other sequence

So far as concerns loss of or damage to property only that part of any such loss or damage which is directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos is excluded

General Conditions

IDENTIFICATION

- 1 This Policy and the Schedule and the Specification shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or Schedule or Specification shall bear that meaning wherever it may appear

PRECAUTIONS

- 2 The Insured shall comply with all statutory requirements concerning safety use and inspection of Pressure Plant and Machines and shall take precautions to keep Pressure Plant and Machines 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 any Pressure Plant/ Machines 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" on the Introduction page

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 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.

General Conditions (continued)

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.

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

- 9 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

- 10 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.

SUSPENSION OF COVER

- 11 The Company may at any reasonable time inspect the Pressure Plant and Machines 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 arising from such defect or danger shall be suspended

Claims Conditions

ACTION BY INSURED

- 1 On the happening of any occurrence which may result in a claim under this Policy the Insured shall

Notice of Claims

- (a) immediately advise the Company in writing and give immediate notice to the Company of any impending prosecution inquest fatal accident inquiry or civil proceedings in connection with the occurrence and shall send to the Company immediately on receipt every relevant document

Admission of Liability

- (b) make no admission of liability or offer promise or payment without the Company's written consent

Prevention of Further Loss

- (c) discontinue the use of any damaged item unless the Company authorises otherwise until such item 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 A of this Policy the Insured may without prejudice to any liability of the Company proceed with minor repairs to any Pressure Plant/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 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

Discharge of Liability

- 5 The Company may pay to the Insured the maximum sum payable under this Policy in respect of any accident for which indemnity is provided under Section C1 or C2 or any lesser sum for which the claim or claims arising from such accident can be settled and the Company shall not be under any further liability in respect of that accident except for payments of costs and expenses of litigation incurred prior to such payment.

Other Insurances

- 6 If at the time any claim arises under this Policy there is or but for the existence of this Policy would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to the same loss or damage the Company shall not be liable under this Policy to indemnify the Insured in respect of such loss or damage except in respect of any excess beyond the amount which would be payable under such other indemnity or insurance had this Policy not been effected

Excess

- 7 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

- 8 In the event of loss or damage for which indemnity is provided under Sections A or B 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 A B C and D is applicable to the Pressure Plant/Machines described in the Specification and is restricted to the Situation and to the Sections shown against each item

The Company will indemnify the Insured against

SECTIONS A LOSS OF OR DAMAGE TO PRESSURE PLANT AND MACHINES

Section A1

Loss of or damage to Pressure Plant consisting of or resulting from its Explosion or Collapse

Section A2

Sudden and unforeseen loss of or damage to Pressure Plant other than loss or damage consisting of or resulting from its Explosion or Collapse

Section A3

Loss of or damage to a Machine consisting of or resulting from its Breakdown

Section A4

Sudden and unforeseen loss of or damage to a Machine other than loss or damage consisting of or resulting from its Breakdown

SECTIONS B LOSS OF OR DAMAGE TO OTHER PROPERTY AND 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

Section B1

Explosion or Collapse or sudden and unforeseen loss of or damage to Pressure Plant (as specified in Sections A1 or A2 of this Policy)

Section B1 extends to indemnify the Insured against loss of the contents of any Storage Tank described in the Specification caused by the Explosion or Collapse of or sudden and unforeseen loss of or damage to such Storage Tank

Section B2

A Machine not being loss of or damage to property being lifted lowered handled conveyed or processed by the Machine

Section B3

The lifting lowering handling or conveying of such property by a Machine 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 such Machine at the time damage occurs

EXCEPTIONS APPLYING TO SECTIONS A AND B

Sections A and B exclude

Fire etc.

- 1 loss or damage caused by
 - (a) fire lightning aircraft or other aerial devices or articles dropped therefrom riot civil commotion strike lock-out theft or flood
 - (b) explosion not being Explosion as insured by this Policy
- 2 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 Pressure Plant/Machine 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.

- 3
 - (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

- 4 loss or damage caused by the use of
 - (a) two or more lifting machines insured by this policy or
 - (b) a lifting machine insured by this Policy with any other lifting equipmentfor 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

Expendable Parts etc.

- 5 in respect of Sections A of this Policy loss of or damage to belts trailing cables flexible hoses non-metallic linings electric elements or filaments cathode ray or X-ray tubes or cutting edges unless such loss or damage is attributable to an occurrence causing loss or damage to other parts of the same Pressure Plant/Machine for which liability is admitted by this policy

Sections B only

- 6 in respect of Sections B of this Policy loss of or damage to Pressure Plant/Machines causing the loss or damage

REINSTATEMENT

The basis upon which indemnity for Sections A and B1 is calculated shall be Reinstatement of the Pressure Plant/Machine lost or damaged and Reinstatement shall mean

In respect of Sections A

- (a) where the Pressure Plant/Machine 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 Pressure Plant/Machine 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 B1

- (a) where the property is destroyed
if a building – the rebuilding of the property
if not a building – its replacement by similar property
in either case in a condition equal to but not better or more extensive than its condition when new
- (b) where the property is damaged the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new

The term “property” in (a) and (b) shall not include Stock in Trade or goods in process of manufacture

In respect of Sections A and B1 Reinstatement shall also include such additional costs of replacement or repair as may be incurred solely by reason of the necessity to comply with the Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority Provided that

- 1 Reinstatement does not apply to any Pressure Plant/Machines not normally restricted to a single premises or to earth moving earth digging and earth levelling machines dumpers and dump trucks
- 2 the work of Reinstatement is commenced and carried out with reasonable despatch
- 3 the amount recoverable in respect of the additional costs referred to above shall not include
 - (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
 - (i) under which notice has been served upon the Insured prior to the happening of the loss or damage
 - (ii) in respect of undamaged property or undamaged portions of property

- (b) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owners thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws

- 4 where the property is lost or damaged in part only the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for Reinstatement if such property had been wholly lost
- 5 the work of Reinstatement may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company not being thereby increased

SECTIONS C THIRD PARTY LIABILITY

- (a) all sums which the Insured shall become legally liable to pay for compensation and claimants' costs and expenses
- (b) all costs and expenses of litigation incurred with the written consent of the Company in respect of a claim against the Insured to which indemnity expressed in (a) above applies
- (c) the payment of the Solicitor's fee incurred with the Company's written consent for representation of the Insured at proceedings in any Court of Summary Jurisdiction arising out of an alleged breach of a statutory duty resulting in an occurrence which may be the subject of indemnity under a Section C of this Policy or at any Coroner's Inquest or Fatal Accident Inquiry in respect of any such occurrence

in respect of

- (a) bodily injury to or illness or disease of any person except that arising out of and in the course of his employment by the Insured under a contract of service or apprenticeship or except that for which compulsory insurance or security is required by any road traffic legislation
- (b) loss of or damage to property not belonging to the Insured or in the charge or under the control of the Insured or any servant of the Insured

directly consequent upon and solely due to

Section C1

Explosion or Collapse of Pressure Plant

Section C2

An occurrence caused in connection with a Machine

Additional Benefits

EXCEPTIONS APPLYING TO SECTIONS C

Sections C exclude

Goods Lifted

- (a) loss of or damage to property being lifted lowered handled conveyed or processed by the Machine

Vibration Excavation etc.

- (b) liability in respect of loss of or damage to any bridge viaduct weighbridge or road or anything beneath the surface of the ground consequent upon vibration excavation or the weight of a Machine or of a load carried by a Machine

Pollution

- (c) water pollution

Assumed Liability

- (d) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement unless the conduct and control of claims is vested in the Company and excluding in any event liability in respect of liquidated damages or under any penalty clause

Cyber

- (e) any liability arising directly or indirectly from or in connection with a Cyber Loss

Cyber Loss means 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 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

Cyber Act means a deliberate unauthorised malicious or criminal act or series of related deliberate 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 means

- (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 unavailability or failures to access process use or operate any Computer System

Computer System means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output Data storage device networking equipment or back up facility

Data means information facts, concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a Computer System

AUTOMATIC COVER

In the event of the Insured installing after inception or Renewal Date at any Situations described in the Specification other Pressure Plant or Machines (not being hired in or borrowed) which are of a class or type similar to that so described such items shall be included in the Specification provided that

- (a) such Pressure Plant/Machines are not more than two years old
- (b) the insurance applicable thereto shall be the same as for the similar class or type described in the Specification and cover shall not commence before installation has been satisfactorily completed and the plant ready for use
- (c) such Pressure Plant/Machines are to the Insured's knowledge free from material defect and comply with all statutory regulations concerning their examination and certification
- (d) the Insured shall notify the Company in writing of the installation as soon as possible but in any event before the last day of the current Period of Insurance on which date the cover provided by this Benefit shall cease
- (e) The Insured shall pay the additional premium payable from the date of installation

If following inspection by the Company any such Pressure Plant/ Machines prove to be unacceptable the Company will notify the Insured in writing and the cover provided by this Policy shall cease from the date of such written notification

TEMPORARY REPAIRS ETC.

The indemnity provided under Sections A of this Policy will include reasonable additional expenses incurred in making a temporary repair to an item of Pressure Plant or a Machine or in expediting a permanent repair provided that

- (a) the Company's approval of such additional expenses has first been obtained in writing
- (b) the total liability of the Company in respect of all such additional expenses shall not exceed €3,300

TEMPORARY REMOVAL

The insurance by this Policy also applies whilst the Property is temporarily located away from the Situation at any other premises or working sites in the European Union or European Free Trade Area for the purpose of repair maintenance overhaul or inspection of the Property including transit between the Situation and such temporary locations

The cover applicable under this Benefit further extends to include loss of or damage to the item of Pressure Plant or the Machine occurring at or whilst in transit to or from its temporary location caused by fire lightning explosion aircraft or other aerial devices or anything dropped therefrom theft or flood

Provided that the Company's liability under this extension shall not exceed €33,000 during transit by sea or air in respect of any one incident

LOSS AVOIDANCE MEASURES

Any reasonable costs incurred by the Insured to avoid or mitigate Damage to the Insured Property which would otherwise be inevitable provided that

- (i) the impending Damage does not stem from any reasonably foreseeable or gradually developing cause and the Company is satisfied that Damage has been avoided or mitigated as a result of the measures taken
- (ii) the Policy terms exclusion and conditions shall apply as if Damage had occurred

the company's liability shall not exceed €13,000 any one occurrence

SECTIONS D INSPECTION

In pursuance of General Condition 3 of this Policy the Insured agrees that the Company may carry out periodical examinations on

Section D1

Pressure Plant

Section D2

Machine

The Company agrees that all reports following such examinations including reports required by statute will be made available to the Insured

Such periodical examinations will not include

- (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) examinations required by legislation more frequently than twice per annum
- (d) visits in excess of those agreed at inception of Sections D or inspections following repairs
- (e) examinations at premises other than those specified by the insured at the inception of Sections D or as subsequently amended by mutual agreement
except in so far as may be specifically agreed by the Company in writing

Provided always that

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

Special Condition applicable to Sections D

The Insured shall have the Pressure Plant/Machines 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

EXCEPTION TO SECTIONS D

Maintenance and Repair

The Company shall not be liable to maintain or repair the Pressure Plant/Machines

Definitions

Pressure Plant means all integral parts of an item but does not mean foundations brickwork masonry chimneys pumps fans agitators electrical and electronic equipment firing apparatus gearing or any other ancillary equipment

Machine means

- (a) all integral parts of an item together with batteries refrigerant gas and insulating hydraulic and lubricating oil
- (b) additionally when applied to
 - (i) an electric motor the individual switchgear for starting and controlling
 - (ii) an electric generator any controlling devices including in both the foregoing cases the interconnecting wires and cables
 - (iii) a lift or hoist the landing gates or doors together with their operating gear and the signalling apparatus but no other parts of the enclosure of the well nor the gear chamber nor any supporting structure

but does not mean

- (a) any track rails upon which a travelling item may move which are not separately described in the Specification
- (b) underfloor heating equipment

Explosion means the sudden and violent rending of an item of Pressure Plant by force of internal steam or other fluid pressure causing bodily displacement of any part of such item together with forcible ejection of the contents

Collapse means the sudden and dangerous distortion (whether or not accompanied by rupture) of any part of an item of Pressure Plant caused by crushing stress by force of steam or other fluid pressure

Steam or other fluid pressure does not mean

- (a) pressure of chemical action or ignition of the contents of such item
- (b) pressure of ignited flue gases

Breakdown means sudden and unforeseen

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

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



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

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Registered in Ireland No. 605769.

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