

Machinery Accidental Damage Fire and Theft Insurance

Policy Document



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The Contract of Insurance

Machinery Accidental Damage Fire and Theft Insurance Policy

Zurich Insurance plc (The Insurer) having accepted the first or any renewal premium for this Policy agrees subject to the terms and conditions herein to indemnify the Insured named in the Schedule if any of the within mentioned contingencies occurs during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insurer shall have accepted the premium required for renewal of the Policy

Compliance with all the terms provisions conditions and endorsements of the Policy shall be a condition precedent to the right of the Insured to recover under this Policy

The proposal and declaration signed by the Insured and particulars in writing submitted by or on behalf of the Insured or the Insurer shall be the basis of the contract and be held to be incorporated herein

For and on behalf of Zurich Insurance plc ('Zurich').

A handwritten signature in black ink, appearing to read 'Ken Norgrove', with a long horizontal stroke extending to the right.

Ken Norgrove

Chief Executive Officer Ireland

For your own protection you are recommended to read your Policy and all its Conditions to ensure that it is in accordance with your intentions.

Cover

The Insurer will indemnify the Insured against

Accidental Damage

Loss of or damage to the property described in the Schedule whilst at the Situation

Limit of Liability

The amount of liability under this Policy shall not exceed the Sum Insured stated against each item described in the Schedule

Where the Sum Insured is reduced by payment made hereunder the Sum Insured shall be reinstated provided the Insured shall pay such additional premium as may be required by the Insurer which additional premium shall be disregarded for the purpose of any adjustment under this Policy

Temporary Repair/Repair Expediting

In respect of each claim for damage to the Plant for which liability is admitted under this Policy the Insurer will subject to the Limit of Liability pay the reasonable cost of effecting temporary repair and of expediting permanent repair including overtime working and the use of express or other means of rapid transport provided that the cost does not exceed €6,340

Reinstatement

In the event of destruction of or damage to any Machinery described in the Schedule for which a claim is admitted under this Policy the basis upon which the amount payable under the Policy is to be calculated shall be the reinstatement of the Machinery destroyed or damaged

"Reinstatement" shall mean:

- 1 where the said Machinery is destroyed its replacement by similar Machinery in a condition equal to but not better or more extensive than its condition when new
- 2 where the said Machinery is damaged the repair of the damaged item so that its working condition is substantially the same as that immediately before the accident

provided that

- (a) the work or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Insurer not being increased thereby) will be commenced and carried out with reasonable despatch otherwise no payment beyond the amount which would have been payable under the Policy if this extension had not been incorporated shall be made
- (b) where the said Machinery is damaged or destroyed in part only the liability of the Insurer shall not exceed the sum representing the cost which the Insurer could have been called upon to pay for reinstatement if such property had been wholly destroyed
- (c) no payment beyond the amount which would have been payable under this Policy if the cover provided by this extension had not been incorporated therein shall be made until the cost of reinstallation shall have actually incurred
- (d) no payment beyond the amount which would have been payable under this Policy if this extension had not been incorporated shall be made if at the time of any destruction or damage to the said Machinery insured hereunder it shall be covered by any other insurance effected by or on behalf of the Insured which is not upon a reinstatement basis

- (e) where by any reason of the above provisions no payment is to be made beyond the amount which would have been payable under the Policy if this extension had not been incorporated therein the rights and liability of the Insurer and the insured in respect of the destruction or damage shall be subject to the terms conditions and limitations of this Policy as if this extension had not been incorporated therein

Provided the total amount payable under this Policy shall not exceed the Limit of Liability

General Exceptions

The Insurer shall not be liable under this Policy in respect of

Excess

the amount stated on the Schedule as the Excess in respect of the cost of each and every occurrence for which the Insured is indemnified by this Policy

Perils

loss or damage arising out of lightning explosion aircraft or other aerial devices or articles dropped therefrom

Breakdown

loss or damage to any item of property insured caused by its own breakdown or explosion but not loss or damage by any ensuing cause otherwise indemnifiable under this Policy

Materials Treated

loss or damage caused by or arising out of materials treated by the property insured or by foreign bodies entering the machinery with such materials

Attachments

loss or damage to cutting edges tools trailing cables or flexible pipes other than when such loss or damage results from the total loss of the complete item or items of property insured

Inventory Losses

loss of the property insured by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the property insured due to its being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been the subject of notification under the terms of the Claims Procedure Condition including reporting the matter to the Police Authority

Motor Vehicles

loss of or damage to any mechanically propelled vehicle other than any such vehicle not more specifically insured and which is

- a) not licensed for road use and used in circumstances which do not require insurance or security under any Road Traffic Act legislation or
- b) designed or adapted primarily for use as a tool of trade

Multiple Lifts

loss or damage arising out of any raising or lowering operations in which a single load is shared between any item of Lifting and Handling Plant and any other lifting equipment (whether insured thereunder or not) unless otherwise agreed and endorsed hereon

Waterborne Risks

loss or damage to any airborne or waterborne vessel or craft marine rig platform or property situated on any such vessel craft rig or platform

Wear and Tear

the cost of rectification or making good of wear and tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidisation or scratching of painted or polished surfaces

Wilful Act

loss or damage caused by the wilful act or wilful neglect of the Insured

Pollution

loss or damage caused by pollution or contamination other than loss of or damage to the property insured caused by pollution or contamination

Consequential Loss

liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or loss of use of machinery or consequential loss or damage not specifically provided for herein

Sonic Waves

loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

Nuclear Risks

loss of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive toxic explosive nuclear assembly or nuclear component thereof

War

any consequence whether direct or indirect of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power confiscation commandeering nationalisation or requisition or destruction of or damage to property by or under the order of any Government Public Municipal or Local Authority

Terrorism

- (a) loss or Damage in the United Kingdom of Great Britain and Northern Ireland other than in Northern Ireland by fire or explosion occasioned by or happening through or in consequence directly or indirectly of **Terrorism**
- (b) loss or Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
 - (i) riot, civil commotion and (except in respect of Damage by fire or explosion), strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
 - (ii) **Terrorism**

For the purposes of this Policy **Terrorism** shall mean any act of any person on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

In any action suit or other proceedings where the Insurer alleges by reason of this definition any loss or Damage is not covered by this Policy the burden of proving that such loss or Damage is covered shall be upon the Insured

Date Recognition

This Policy does not cover

Loss, damage, consequential loss or legal liability of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from the total or partial failure of any computer or other equipment or system for processing, storing, retrieving or otherwise dealing with data or electronic equipment (including embedded chips) whether the property of the Insured or not, and whether occurring before, during or after the year 2000, to do all or any of the following:

- (1) to correctly recognise any date as its true calendar date
- (2) to capture save or retain, and/or to manipulate, interpret or process any date or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (3) to capture save or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss or the inability to capture save retain or correctly process such data on or after any date.

Conditions

Observance of Policy Terms

Observance of the terms limitations and conditions of the Policy shall as far as the nature of them respectively will permit to be precedent to any liability of the Insurer

Misrepresentation or Non-Disclosure

This Policy shall be avoidable in the event of misrepresentation misdescription or non-disclosure of any material particular

Alteration of Working Conditions

If any material change in the insured risk takes place during the Period of Insurance or if the Insured proposes any alteration of or addition to or if any defects or conditions of working are discovered which render the risk more than usually hazardous the Insured shall forthwith notify the Insurer and take such actions as circumstances may require

Access and Reasonable Precautions

The Insured shall afford reasonable facilities for representatives of the Insurer to examine any property insured under this Policy. The Insured shall also take and cause to be taken all reasonable precautions to prevent accidents and to safeguard the property insured against loss or damage and to ensure that all statutory or other regulations relating to the property insured are observed

Cancellation Rights

The Insurer shall not be bound to invite or accept renewal of this Policy and may by fourteen days' notice in writing to the Insured by recorded delivery cancel this Policy at any time. The Insured shall then be entitled to a rebate of premium for the unexpired Period of Insurance

Insurance Act 1936

All moneys which become or may become due and payable by the Insurer under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland

Stamp Duty

Stamp Duty has been or will be paid in accordance with Section 19 of the Finance Act 1950, as amended

Instalment Plan Default

Where the Insured has agreed under a separate credit agreement to pay his premium by instalments, any default in the payment on the due date will automatically terminate the Policy cover immediately from the date of such default

Claims Conditions

Other Insurance

The Insurer shall not be liable for any loss or damage which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any other Policy or policies except in respect of any excess beyond the amount which would have been payable under the Policy or policies had this insurance not been effected

Claims Procedure

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall

- (a) give as soon as reasonably practicable notice by telephone and in writing to the Insurer supplying such proofs of claim as may be reasonably required by the Insurer
- (b) preserve any damaged or defective property which might prove necessary as evidence for examination by the Insurer's representatives
- (c) in the case of property lost or stolen or maliciously damaged take all practicable steps (including giving immediate notice to the Police Authority) to discover any guilty person and to trace and recover the missing property
- (d) In the case of any claim made upon the Insured by any third party forward to the Insurer immediately and unacknowledged every written communication or information as to any verbal notice of claim and all proceedings

Control of Claims

The Insurer shall be entitled in the name of the Insured to take all necessary steps for enforcing any rights against any other party before or after meeting the Insured's claim and may at its discretion take over defend or settle any claim by a third party. The Insurer shall be given such information and assistance by the Insured as may be required

Options for Claims Settlement

The Insurer may at its option repair reinstate or replace any property lost or damaged or pay the amount of the damage. Where loss or damage is confined to a part of a machine or structure the Insurer shall be liable for only the value of that part plus the cost of any necessary dismantling and erection for which the Insured is responsible. The Insured shall not be entitled to abandon any property to the Insurer whether taken into possession by the Insurer or not

The Insurer shall in no case be liable for the cost of any alterations additions improvements modifications or overhauls

Supplementary

In connection with any claim for loss or damage the Insured is entitled to recover Claims Charges supplementary charges such as custom dues packing freight profit and the like only if and so far as such charges have been provided for in the Sum Insured

Fraudulent Claims

If any claim be made by or on behalf of the Insured which shall be in any respect unfounded or fraudulently or intentionally exaggerated or if any false declaration or statement be made in support thereof then no claim shall be recoverable hereunder

Arbitration Rights

If any difference shall arise under this Policy such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of any award shall be a condition precedent to any right of action against the Insurer. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

Complaints Procedure

At Zurich, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service.

If it should happen that you have cause for complaint, either in relation to your Policy or any aspect regarding the standard of our service, please see the steps outlined below.

- If you have arranged your Policy with Zurich through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your Policy.
- If you deal with us directly, you should contact the Customer Services Co-ordinator, Zurich, Zurich House, Ballsbridge Park, Dublin 4. Telephone (01) 667 0666.

If the complaint is not resolved to your satisfaction, you should write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:

- (i) Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.
Lo-Call: 1890 88 20 90
- (ii) Central Bank of Ireland, PO Box 559, Dame Street, Dublin 2. Lo-Call: 1890 77 77 77
- (iii) Irish Insurance Federation, 39 Molesworth Street, Dublin 2. Telephone: (01) 676 1914

Your right to take legal action is not affected by following any of the above procedures.

Data Protection

Zurich will hold your details in accordance with our Data Protection and Privacy Policy together with all applicable data protection laws and principles.

Information you supply may be used by us for the purposes of administering your policy (including underwriting, processing, claims handling and fraud prevention) within the Zurich Financial Services Group and our partners inside and outside the European Economic Area.

We may share with our agents and service providers, members of the Zurich Financial Services Group, other insurers and their agents, and with any intermediary acting for you, and with recognised trade, governing and regulatory bodies (of which we are a member or by which we are governed) information we hold about you and your claims history. This includes the Insurance-Link database and the Irish Insurance Federation's anti-fraud claims matching database. We may also in certain circumstances use private investigators to investigate a claim.

We may also need to collect sensitive personal data (for example, information relating to your physical or mental health or the commission or alleged commission of an offence) to assess the terms of insurance we issue/arrange or to administer claims which arise.

Unless you have advised us otherwise, we may share information that you provide to companies within the Zurich Financial Services Group and with other companies that we establish commercial links with so we and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

Please email dataprotectionofficer@zurich.ie or write to us at below address if you do not wish your information to be utilised for these purposes.

You have a right of access to and a right to rectify data concerning you under the Data Protection Acts 1988 and 2003. Should you wish to exercise this right, please write to the Data Protection Officer, Zurich, Zurich House, Ballsbridge Park, FREEPOST, Dublin 4. To access your data, a fee of €6.35 is chargeable under the terms of the Data Protection Acts and cheque should be made payable to Zurich.

By providing us with your information and proceeding with this contract, you consent to all of your information being used, processed, disclosed, transferred and retained for the purposes of insurance administration (including underwriting, processing, claims handling and fraud prevention).

Please note that a copy of our full Data Protection and Privacy Policy can be viewed on our website www.zurich.ie or requested by writing to our Data Protection Officer at Zurich, Zurich House, Ballsbridge Park, FREEPOST, Dublin 4. Alternatively you can email dataprotectionofficer@zurich.ie

Customer Information

Law Applicable to this Contract

The Insurer with which your contract is concluded is Zurich Insurance plc which is established in Ireland. Under the relevant European and Irish Legal Provisions, the parties to this contract of insurance are free to choose the law applicable to the contract. This contract is governed by Irish Law.

Arson Prevention

Each year insurance companies pay out in excess of €12.5m in claims for fires started deliberately.

Deliberate fire may be associated with vandalism or burglary and can result in:

- Premises being extensively damaged or destroyed
- People being seriously injured or even killed
- Businesses bankrupted.

Buildings can be the subject of deliberate attack by fire both externally and internally. This can be eliminated or reduced by putting into practice certain preventive measures, a number of which are listed hereunder.

- Strengthen doors, window locks, perimeter walls, fencing and gates. Where necessary install intruder and/or smoke alarms.
- Accompany visitors on and off your premises if possible, or at least monitor their movements. Check anyone you don't recognise.
- Keep all combustible materials under lock and key, if possible – at least remove from open yards.
- Timber pallets should be stored in the open in areas well away from buildings or perimeter fences.
- Hazardous goods such as flammable liquids should be removed and locked up separately at the end of each day.
- Gas cylinders should be locked away in a secure and well ventilated compound.
- Petrol or diesel pumps should be immobilised.
- Draw up a plan to deal with the threat of bombs/incendiary attacks.
- Be vigilant for suspicious objects and notify Gardai if anything is found.

The above measures if implemented where appropriate, should help protect your buildings from deliberate fire.

Zurich Insurance plc
Zurich House, Ballsbridge Park, Dublin 4, Ireland.
Telephone: 01 667 0666 Fax: 01 667 0644 Website: www.zurich.ie
Zurich Insurance plc is regulated by the Central Bank of Ireland.

