

Contractors & Other Plant Users Machinery **Policy**

Important Information

Please read and keep safe

Introduction

Your Policy and Schedule

Here is your new Contractors & Other Plant Users Machinery 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 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, Cherrywood Business Park, Dublin, Ireland, D18 W2P5 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
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.

Contractors & Other Plant Users Machinery Policy

In consideration of the Insured named in the Schedule paying to the Aviva Insurance Ireland DAC (the Company) the First Premium mentioned in the Schedule, the Company will to the extent of and subject to the terms of this Policy indemnify the Insured against loss or damage as hereinafter provided happening during the Period of Insurance

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 or payable by the company under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland

Stamp Duties Consolidation Act 1999

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

Government charges

The first premium herein includes any such charges

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: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

Limits of Indemnity

The limit of the Company under each Part of this Policy in respect of any item of Property shall not exceed the Amount of Indemnity stated in the Schedule against such Part

General Exceptions

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

WAR ETC.

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

RADIOACTIVE CONTAMINATION

- 2
 - (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 naturedirectly 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

- 3 loss destruction damage or liability directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

OVERLOADING

- 4 loss damage or liability caused by the application of a loading to an item of Property in excess of that stipulated in the report of the last examination of the item by a competent person or in the certificate of a subsequent test of the item 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 manufacturers design loading for the item or in excess of that stipulated by the Company in writing but this Exception shall not apply when the application

General Exceptions (continued)

of the excess loading is completely outside the control of the Insured

CONSEQUENTIAL LOSS

- 5 penalties or liability for delay or detention or arising out of guarantees of performance or efficiency or consequential loss damage or liability of any nature whatsoever other than liability for payment of hire charges as insured by Part 2 of this Policy

INVENTORY LOSSES

- 6 loss of Property by disappearance or by shortage where such loss is revealed only by the making of an inventory or periodic stocktaking

MECHANICAL FAILURE, WEAR ETC

- 7 repairs to or replacement of Property necessitated by
- (a) mechanical or electrical failure or derangement of such Property but this Exception shall not apply to Property for which the Insured is responsible under the terms of a hiring agreement not being a hire purchase agreement
 - (b) wasting away or wearing out of any part of an item resulting from use or working chipping of painted surfaces scratching of any surfaces gradual deterioration or rust

However we will indemnify you for any subsequent damage which results from a cause not otherwise excluded

WATERBORNE VESSELS, AIR TRANSIT, EXPENDABLE PARTS AND TYRES

- 8 loss of or damage to
- (a) waterborne vessels or craft or Property in or on such vessels or craft
 - (b) Property whilst it is in transit by air
 - (c) bands belts trailing cables flexible hoses or non-metallic linings unless such loss or damage is attributable to the same occurrence such loss or damage to other parts of the same item of Property for which liability is admitted under this Policy
 - (d) tyres by the application of brakes or by punctures cuts or bursts

PREMISES RISKS

- 9 Property permanently installed and/or permanently used at a premises

GOODS AND PASSENGER VEHICLES

- 10 any vehicle designed primarily for the carriage of goods or passengers but this Exception shall not apply to lifting machinery dumpers dump trucks or other vehicles as described in the schedule

TEMPORARY BUILDINGS ETC.

- 11 caravans site huts and their contents scaffolding shuttering tarpaulins ladders hand tools portable containers temporary bridges and similar equipment other than as specified in the Schedule of this Policy

PLANS, MONEY ETC.

- 12 plans designs drawings specifications cash bank notes treasury notes cheques postal orders money orders stamps or securities

MULTIPLE LIFTING OPERATIONS

- 13 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 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 agreed in writing by the Company in advance of such intended use

TERRORISM

- 14 any liability loss damage cost or expense of whatsoever nature (except so far as is necessary to meet the requirements of the road traffic acts) 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 organisation 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.

the exclusion also excludes 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.

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 Policyholder.

CYBER RISK

- 15 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

General Exceptions (continued)

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 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

- 16 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 foregoingwhether 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

General Exceptions (continued)

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.

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.

CIVIL COMMOTION IN NORTHERN IRELAND

- 17 loss or destruction or damage to any property whatsoever directly or indirectly caused by resulting from or in connection with civil commotion in Northern Ireland regardless of any other cause contributing concurrently or in any other sequence to the loss.

SPECIAL ENDORSEMENTS

(Applicable only as stated in the Schedule)

M1 Indemnity to Hirers

The insurance provided under Part 1 of this Policy is extended to indemnify any hirer of the Property

M2 Property Permanently Installed

General Exception 9 of this Policy is hereby cancelled

M3 Deletion of Average

Claims Condition 8 is hereby cancelled

M4 Site Huts/Caravans — Contents Included

The insurance provided under Part 1 of this Policy is extended to cover the contents of site huts and caravans

M5 Site Huts/Caravans — Contents Excluded

Part 1 of this Policy excludes the contents of any site huts/ caravans unless such contents are otherwise insured under this Policy

M6 Foreshore and Tidal Situations

At all times when an item of the Property is situated on the foreshore there shall be a further item retained above the High Water on Spring Tides mark which must be capable of winching to a safe place the aforementioned item if it becomes stranded or bogged down on the foreshore and every effort shall be made to winch such stranded or bogged down item to a safe place above the High Water on Spring Tides mark before such item becomes engulfed by the tide

M7 Inexperienced Driver Exception

This Policy excludes loss or damage to any insured vehicle while being driven by any person who has not held a full EU or full UK Driving Licence (appropriate to vehicle)

M8 Underground Exclusion

This Policy excludes loss of or damage to any part of an item or property while that part is used underground

M9 Concrete Mixers

This Policy excludes loss of or damage to the drum or hopper of any concrete mixer/agitator or carrier and any machinery pipe or hose used for the processing or discharging of the load resulting from the solidification of the concrete or any like substance

Claims Conditions

ACTION BY INSURED

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

Notice of Claims

- (a) give immediate notice thereof to the Company and send written confirmation to the Company within forty-eight hours of the occurrence and in the case of Property stolen or lost or wilfully damaged give immediate notice to the police

Admission of Liability

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

Minimising Loss

- (c) do and concur in doing and permit to be done all things which may be reasonably practicable to avoid or diminish any loss or damage and at the request and expense of the Company shall do and concur in doing all such acts and things as the Company may reasonably require

Prevention of Further Loss

- (d) discontinue the use of any damaged Property unless the Company authorises otherwise until such Property shall have been repaired to the satisfaction of the Company Any damaged parts which are replaced shall be kept for inspection by the Company

EVIDENCE OF LOSS

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

COMPANYS RIGHTS

Entry and Possession

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

Control of Claims

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

Other Insurances

- 5 If at the time any claim arises under this Policy there is 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

Settlement

- 6 In the event of loss of or damage to any item of Property for which indemnity is provided under this Policy the Company may at its option reinstate replace or repair the item or may pay in cash the amount of the loss or damage

The Company shall not be liable for the cost of any reinstatement replacement or repair undertaken without its consent

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

Repairable Damage

- 7 No deduction shall be made for wear and tear against the cost of repair of any item of Property not more than 12 months old provided that the cost of such repair shall not exceed the current market value of the Property at the time of the damage

Underinsurance

- 8 Where the value of the lost or damaged item of Property insured under Part 1 immediately prior to the occurrence exceeds the Amount of Indemnity for the particular item the Insured shall be his own insurer for the difference and shall bear a proportionate amount of the loss accordingly

Excess

- 9 The Company shall not be liable in respect of each and every claim
 - (a) i under Part 1 for the amount specified in the Schedule as the Excess
 - ii in respect of any item of property occurring during tipping operations for twice the amount of the excess as stated in the schedule
 - (b) under Part 2 for the hire charges payable by the Insured during the 24 hours immediately following the occurrence of the loss or damage
 - (c) under Part 3(a) for the additional hiring costs incurred during the first 24 hours immediately following the commencement of the hire of the temporary replacement item
 - (d) under part 3(b) for the amount specified in the Schedule as the Excess for the item originally lost or damaged

General Conditions

IDENTIFICATION

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

PRECAUTIONS

- 2 The Insured shall comply with all statutory requirements concerning safety use and inspection of the Property and shall take precautions to keep the Property 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 Property

Dismantling and re-assembling in connection with any examination 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 read page 1

ARBITRATION

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

PREMIUM ADJUSTMENT

- 6 If any part of the premium for this Policy is based on estimates furnished by the Insured the Insured shall as soon as possible after the expiry of each Period of Insurance furnish such information as the Company may reasonably require to adjust the premium

Any refund of premium resulting from such adjustment is subject to the retention by the Company of the amount specified in the Schedule as the Minimum Premium

OBSERVANCE OF CONDITIONS

- 7 The obligation of the Company to make any payment under this policy is conditional upon
 - (a) the answers in any proposal and declaration being true and complete to the best of the knowledge and belief of the Insured and such proposal and declaration shall be part of this contract and is deemed to be incorporated herein
 - (b) the due observance and fulfilment of the terms provisions and conditions so far as they relate to anything to be done or complied with by the Insured

DUTY OF DISCLOSURE AND ALTERATION OF RISK

- 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.

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,

General Conditions (*continued*)

- 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 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 Property 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

The insurance applicable to the Property described in the Schedule is restricted to the Parts Applicable shown against each item of the Property

The Company will indemnify the Insured against

Part 1 — Material Loss or Damage

loss of or damage to the Property described in the Schedule from any cause not herein excluded occurring anywhere in Ireland or the United Kingdom

Part 2 — Hire Charges Liability

the payment of continuing hire charges for which the Insured is responsible under a hiring agreement (not being a hire purchase agreement) as a result of loss or damage for which the Company is liable under Part 1 of this Policy or would have been liable but for the application of an Excess

Provided that if such hiring agreement does not incorporate the current General Conditions of Hire as approved by the Irish Contractors' Plant Association and the Civil Engineering Contractors' Association the amount payable as indemnity under this Part shall not exceed the amount which would have been payable had the aforementioned conditions applied

Part 3 — Hire of Temporary Replacement

- (a) the additional costs necessarily incurred in hiring in a temporary replacement item for an item of Property owned by the Insured
- (b) loss of or damage thereto for which the Insured is responsible from any cause not herein excluded

Provided that the hiring in of such temporary replacement item is necessary solely as a result of loss of or damage to Property for which the Company is liable under Part 1 of this Policy or would have been liable but for the application of an Excess

ADDITIONAL BENEFIT

Immobilised Plant

- 1 This Policy extends to include the necessarily incurred cost of recovery or withdrawal of unintentionally immobilised Property provided that such recovery or withdrawal is not necessitated solely by electrical or mechanical breakdown or derangement and provided that the Company's liability shall not exceed in total 110% of the value of such immobilised Property

Fire Brigade Charges

- 2 The Company will indemnify the Insured in respect of Fire Brigade attendance charges as may be levied by any Local Authority in dealing with any fire which results in a claim under the policy. The Company's Liability in respect of these charges shall not exceed €5,000

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 carry out periodical inspections on any item described therein and against which either "D1" or "D2" is shown under the heading of "Sections Applicable"

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

except in so far as may be specifically agreed by the Company in writing

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 item 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 item 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 INSPECTION CLAUSE

Maintenance and Repair

The Company shall not be liable to maintain or repair the item



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

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: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.