

Contractors Plant & Equipment Policy Wording



INTRODUCTION

This policy (and the schedule and statement of fact which form an integral part of the policy) is a legal contract. Please examine it thoroughly to ensure it meets your requirements. If it does not, please advise your insurance intermediary immediately.

We remind you that you are required to inform us immediately of any material facts or changes. Failure to do so may invalidate your policy or result in certain covers not operating fully. If you are in any doubt as to whether a fact or change is material or not, please contact your insurance intermediary

Intact Insurance Ireland DAC (herein called the Company) and the Insured agree that

- a) this Policy the Schedule (including any Schedule issued in substitution) the Statement of Fact and any Memoranda shall be considered the contract and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears and
- b) any information supplied by the Insured or their insurance broker or agent or intermediary shall be incorporated into the contract and
- c) the Company has relied on the information provided by the Insured and/or their intermediary in correspondence Statements of Fact and other communications in providing the insurance and
- d) the Company shall provide the insurance described in the contract subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium and
- e) all monies which become or may become due under this Policy will in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euros unless we specifically say otherwise and
- f) all amounts in the contract are stated in Euro currency amounts unless specifically stated to the contrary and
- g) the parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract The Company proposes that the contract will be governed by Irish Law and
- h) all communications between the Insured and the Company will be in English and
- i) Stamp Duty has been or will be paid in accordance with Section 5 of the Stamp Duties Consolidation Act 1999 (as amended)

Intact Insurance is a registered business name of Intact Insurance Ireland Designated Activity Company (DAC). Intact Insurance Ireland DAC trading as Intact Insurance is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at Intact House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.



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Definitions

DAMAGE	DAMAGE in capital letters shall mean accidental loss destruction or damage
NOTICE OF ADJUDICATION	Notice of Adjudication shall mean any notice issued by a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication
DEFERRED PURCHASE	Deferred Purchase shall mean an arrangement whereby the Insured enters into an agreement which entitles the Insured to defer payment for Property for a period in excess of usual trade credit
PROPERTY	Property shall mean those items detailed in the Schedule
REINSTATEMENT	Reinstatement shall mean <ol style="list-style-type: none">where any item of Property suffers DAMAGE to the extent that it cannot be economically repaired replacement by new Property of equal performance and/or capacity or if such be impossible replacement by new Property having the nearest higher performance and/or capacity to the Property which has suffered DAMAGEwhere any item of Property otherwise suffers DAMAGE the repair of the DAMAGE and the restoration of the portion of Property suffering DAMAGE to a working condition substantially the same as but not better or more extensive than its condition when new
TERRITORIAL LIMITS	Territorial Limits shall mean the Republic of Ireland the United Kingdom Isle of Man and the Channel Islands
TERRORISM	Terrorism shall mean an act of any person acting 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
COMPOUND	An enclosed fenced area not greater than one hectare
APPROPRIATE PHYSICAL DEVICES	<ol style="list-style-type: none">For towable plant; Eyelocks, Bosslocks or Wheelclamps.For driven plant; Vandal Guards, Leglocks, Ramlocks or TracklocksFor other portable plant or attachments; Breakers locks, pinlocks with high security chains and padlocks <p>or other devices which the Company confirms are APPROPRIATE PHYSICAL DEVICES</p>

Cover

DAMAGE TO OWNED PROPERTY

DAMAGE TO OWNED PROPERTY

In the event of DAMAGE (subject to any exclusions) to Property owned by or on Deferred Purchase or lease to the Insured happening during the Period of Insurance whilst situated or in transit anywhere within the Territorial Limits and provided that replacement parts are available through legally appointed or approved suppliers or agents at the time of such DAMAGE and the Property

- a) is less than or equal to 1 year old from the date of sale as new the amount payable by the Company shall be Reinstatement
- b) is more than 1 year old from the date of sale as new the Company will pay to the Insured the value of the Property at the time of the DAMAGE or the cost of repair of the DAMAGE to a condition substantially the same as but not better or more extensive than the condition at the time of the DAMAGE or at its option reinstate or replace such Property

DAMAGE TO HIRED IN PROPERTY

DAMAGE TO HIRED IN PROPERTY

In the event of DAMAGE (subject to any exclusions) to Property hired in by the Insured happening during the Period of Insurance whilst situated or in transit anywhere within the Territorial Limits and provided that replacement parts are available through legally appointed or approved suppliers or agents the Company will pay to the Insured all sums which the Insured shall become legally liable to pay for

- a) DAMAGE to the Property hired in by the Insured
- b) hiring charges levied upon the Insured in consequence of such DAMAGE

LIMIT OF LIABILITY

LIMIT OF LIABILITY

The liability of the Company shall not exceed

- a) if Cover is provided by this Policy in respect of the Sums Insured stated in the Schedule or the balance of such Sums Insured remaining after deduction for any other DAMAGE occurring during the same Period of Insurance unless the Company shall have agreed to reinstate any such Sum Insured

provided that the Property description is on a specified item basis otherwise

- b) if Cover is provided by this Policy in respect of owned Property and/or hired in Property in total in respect of any one incident of DAMAGE or series of incidents of DAMAGE from a common cause the Limit of Indemnity stated in the Schedule

a sum equivalent to the cost of repairs as if the parts were made available where replacement parts are not available through legally appointed or approved agents or suppliers

In the event that the Insured consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had such DAMAGE been sustained by any one of the Insured parties or legal entities

Where the basis of payment is to be Reinstatement payment of Reinstatement shall not be made

- a) unless Reinstatement commences and proceeds without unreasonable delay
- b) until Reinstatement has been carried out
- c) if the Property insured at the time of its DAMAGE shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement



If at the time of Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property exceeds the Sum Insured thereon at the commencement of any DAMAGE the liability of the Company shall not exceed that proportion of the amount of the DAMAGE which the Sum Insured shall bear to the sum representing the cost of reinstating the whole of the Property at that time.

AUTOMATIC RESTORATION OF SUM INSURED

AUTOMATIC RESTORATION OF SUM INSURED

The Sums Insured stated in the Schedule will be automatically restored without an additional premium from the date of occurrence of any or liability of €25,000 or less

HIRING OUT

HIRING OUT

The Cover provided by this Policy is extended to include Property whilst hired out provided that

- a) the terms of any such hirings out covered by DAMAGE to owned Property are no less onerous than the current Model Conditions for the Hiring of Plant of the Irish Contractors Plant Association (Operated and Non-Operated) or it's replacement
- b) the terms of any such hirings out covered by DAMAGE to hired in Property are no less onerous than those terms under which the Property was hired in by the Insured

INDEMNITY TO INSUREDS EMPLOYER/PURCHASER/PRINCIPAL

INDEMNITY TO INSUREDS EMPLOYER/PURCHASER/PRINCIPAL

The Cover provided by this Policy is extended to include the Insureds employer/purchaser/principal solely to the extent required by the conditions of contract in force between the Insured and the employer/purchaser/principal provided always that such employer/purchaser/principal shall as if they were the Insured observe fulfill and be subject to the terms exclusions and conditions of the Policy

Exclusions

This Policy does not cover

BREAKDOWN	DAMAGE to Property caused by its own explosion mechanical or electrical breakdown failure breakage or derangement including but not limited to DAMAGE caused by any failure to maintain the Property in accordance with the manufacturers recommendations but not including DAMAGE caused by the error or omission of the driver(s) or operator(s) of the Property other than in respect of failure to maintain
EXCLUDED PARTS	in respect of owned Property and/or hired in Property DAMAGE to drill bits, blades and cutting edges of any saw or tool
INGRESS DAMAGE	DAMAGE to Property other than fire arising directly or indirectly from ingress of foreign bodies
RUBBER TYRES DAMAGE	DAMAGE to rubber tyres unless such DAMAGE arises out of an accident for which Cover is provided under this Policy to other parts of the Property or unless such DAMAGE arises out of a malicious act which necessitates replacement of such tyres repair thereof being impracticable
SOLIDIFICATION DAMAGE EXCLUSION	DAMAGE occurring as a result of solidification of the contents of a trucks agitating drum
WATER BORNE VESSELS	DAMAGE to waterborne vessels or craft or Property on such vessels or craft
UNDERGROUND WATER DAMAGE AND RECOVERY	a) DAMAGE to Property occurring underground or underwater b) Recovery costs and abandonment in respect of Property underground
INSUREDS CONTRIBUTION	the Excess stated in the Schedule being the first part of each and every claim to be borne by the Insured as ascertained after the application of all other terms and conditions of the Policy other than those stated in the Memorandum-Terrorism Provision
UNEXPLAINED LOSSES	loss of Property due to theft or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been notified under the terms of Claims Condition — Action by the Insured
POLLUTION OR CONTAMINATION	DAMAGE caused by pollution or contamination except (unless otherwise excluded) DAMAGE caused by pollution or contamination which itself results from any DAMAGE
TRANSIT BY SEA AND AIR	DAMAGE occurring whilst the Property is in transit by sea or air or while offshore on rigs or vessels
CORROSION OR EROSION	DAMAGE consisting of or caused by any form of corrosion or erosion howsoever the same may arise but this exclusion shall not apply to DAMAGE to any other part of the Property free from such corrosion or erosion
WEAR AND TEAR	DAMAGE consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the Property but this exclusion shall not apply to DAMAGE to any other part of the Property free from any such condition
FINANCIAL LOSS	loss of any kind whatsoever not specifically covered by this Policy including financial loss loss of profits loss due to delay or any consequential loss of any kind whatsoever not specifically covered by this Policy
RIOT STRIKE AND CIVIL COMMOTION	DAMAGE caused by riot strike lock-out or civil commotion
RADIOACTIVE CONTAMINATION	DAMAGE to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss 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 or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

WAR AND TERRORISM EXCLUSION

loss damage cost expense or legal liability of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (1) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
- (2) any Act of Terrorism
- (3) In Northern Ireland civil commotion (other than in respect of legal liability under liability insurance if insured)

For the purpose of this endorsement an Act of Terrorism means an act including but not limited to the use of force or violence or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

This endorsement 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 (1) and/or (2) and/or (3) above

If the Company or Insurers allege(s) 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

In the event any portion of this endorsement is found to be invalid or unenforceable the remainder shall remain in full force and effect

ELECTRONIC RISK EXCLUSION

notwithstanding anything that appears to the contrary in the policy wording and subject always to the terms exceptions and conditions of this Policy

- (A) any Damage to Data or loss (including for the avoidance of doubt consequential loss) resulting from interruption or interference with the Insured's Business consequent upon Damage to Data for the purpose of this exclusion Damage to Data shall include but not be limited to:
 - (i) loss destruction or corruption of Data whether in whole or in part
 - (ii) unauthorised appropriation use access to or modification of Data
 - (iii) unauthorised transmission of Data to any third parties
 - (iv) Damage arising out of any misinterpretation use or misuse of Data
 - (v) Damage arising out of any operator error in respect of Data
- (B) any Damage to the Property Insured or loss (including for the avoidance of doubt consequential loss) resulting from interruption or interference with the Insured's Business consequent upon Damage to the Property Insured arising directly or indirectly from or caused directly or indirectly by
 - (i) (a) the transmission or impact of any Virus
 - (b) unauthorised access to a System
 - (c) interruption of or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of communication
 - (d) failure of a System



in each case other than Damage to the Property Insured caused by any of the Covers insured provided that such Damage does not arise by reason of any malicious act or omission

or

(ii) any of the matters described in paragraph (A) above

Special Conditions

CESSATION OF WORK	If from any cause work on the site of contract shall cease for a period exceeding three consecutive months then the Company shall have no liability for DAMAGE occurring upon such site unless otherwise agreed
CONDITION PRECEDENT	All of the Special Conditions are conditions precedent to the liability of the Company under this Policy
REASONABLE PRECAUTIONS	The Insured shall take all reasonable precautions to prevent DAMAGE
SPECIAL PRECAUTIONS	The Insured shall maintain the Property in an efficient condition and fit for its purpose and shall ensure that any Property requiring inspection or test under any statute or order or regulation shall be so inspected or tested
MULTIPLE LIFTING	Any lifting operations in which a single load is shared between more than one item of lifting equipment at the same time (of which at least one item of the equipment involved in such lifting operations is covered by this Policy) must conform to BS7121 specification for multiple lifting
UNATTENDED PROPERTY	<p>The Insured shall ensure that in respect of any item of unattended PROPERTY</p> <ol style="list-style-type: none">such PROPERTY is fitted with APPROPRIATE PHYSICAL DEVICESAdditionally where the value of any item of PROPERTY is €50,000 or more such PROPERTY must be kept in a locked COMPOUND or building outside of usual working hours or when laid up and not in useany unattended trailer containing plant is immobilised with a wheel clamp or anti-theft device
HIRED OUT PLANT CONDITION	<p>When hiring out plant the Insured shall</p> <ol style="list-style-type: none">on all hires<ul style="list-style-type: none">retain a signed copy of the hire agreementask for photo identity in the form of a driving licence passport take copies and seek proof of identity in the form of letter headed stationery or a utility bill a copy of which should be retainedon hires where a credit agreement has been established<ul style="list-style-type: none">request two trade or bank references which should be followed up and retainedon cash hire only accept payment by credit or debit card

General Conditions

ALTERATION	<p>This Policy shall be avoided with respect to any of the Property in regard to which there is any alteration after the commencement of this Policy</p> <ul style="list-style-type: none">a) whereby the risk of DAMAGE is increased either temporarily or permanently orb) whereby the interest of the Insured ceases except by will or operation of lawc) whereby the business be wound up or carried on by a liquidator or receiver or permanently discontinued <p>unless admitted by the Company in writing</p>
DECLARATION	<p>The Premium payable under this Policy is provisional and subject to adjustment (unless The Property covered is specified owned plant only in which case this condition does not apply)</p> <p>At the end of each Period of Insurance the Insured shall declare to the Company the information specified in the Schedule as Declaration Information</p> <p>The actual premium shall be calculated at the rates applicable on the amounts declared</p> <p>If the actual premium differs from the provisional premium the Insured shall pay or the Company shall refund the difference subject to a minimum retention by the Company of any minimum retained premium referred to in the Schedule or 50% of the provisional premium whichever is the greater</p>
POLICY VOIDABLE	<p>This Policy shall be avoidable in the event of misrepresentation misdescription or non- disclosure in any material particular</p>
RIGHT TO EXAMINE	<p>The Company representatives shall have the right to examine at all reasonable times any Property</p>
CANCELLATION	<p>This Policy may be cancelled</p> <ul style="list-style-type: none">a) by the Company sending thirty days notice to the Insureds last known address who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Companyb) by the Company sending seven days notice to the Insureds last known address in the event of non payment of any monthly premium on its due date where the Policy is issued or renewed on the basis of monthly premiumsc) by the Insured who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company
MONEYS PAYABLE IN IRELAND	<p>In accordance with Section 93 of the Insurance Act 1936 all moneys which become due and Payable by the Company under this Policy shall be payable and paid in Ireland</p>
EURO	<p>All sums referred to or due under this document are expressed in and payable in Euro except where stated in Memorandum — Special Provision Terrorism.</p>

Claims Conditions

ACTION BY THE INSURED

- a) In the event of receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this Policy provide immediate notice (or on the first working day thereafter) thereof by telephone to the Company
- b) In the event of any incident of DAMAGE in consequence of which a claim is or may be made under this Policy the Insured shall
 - i) notify the Company immediately
 - ii) notify the police authority immediately it becomes evident that any loss has been caused by malicious persons
 - iii) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss
 - iv) deliver to the Company at the Insureds expense
 - 1) full information in writing of the loss
 - 2) details of any other insurances on any Property hereby insured within 30 days after such DAMAGE (7 days in the case of DAMAGE caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Company may allow
 - 3) all such proofs and information relating to the claim as may be reasonably required
 - 4) if demanded a statutory declaration of the truth of the claim and of any matters connected with it
- c) No claim under this Policy shall be payable unless the terms of this condition have been complied with

FRAUD

If a claim is dishonest or fraudulent in any respect or if dishonest or fraudulent means are used by the Insured or by anyone acting on his behalf to obtain any benefit under this Policy or if any DAMAGE is caused by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited

CONTRIBUTION

If at the time any claim arises there is any other insurance effected by or on behalf of the Insured insuring any DAMAGE covered by this Policy the liability of the Company hereunder shall be limited to its rateable proportion of such loss

SUBROGATION

Any claimant under this Policy shall at the request and expense of the Company provide such information and co-operation as the Company may require and shall take and permit to be taken all steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company

ARBITRATION

All differences arising out of the Policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed by each of the parties in writing or in the case of disagreement of an umpire appointed by the arbitrators in writing before entering upon the reference. The costs of the reference and the award shall be in the discretion of the arbitrator arbitrators or umpire making the award whose award shall be a condition precedent to any liability of the Company or any right of action against the Company in respect of any claim. If the Company shall disclaim liability to the Insured for any claim and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder. The term claim shall include any demand upon the Company by reason of this Policy.



Additional Information

(not forming part of your contract)

Intact Insurance Data Protection Notice

At Intact Insurance we are committed to ensuring that your personal data is protected. To keep you informed, we have created a Data Protection Notice which explains how we use any personal data we collect about you and how you can exercise your data protection rights. A copy of this Data Protection Notice can be found in the Terms of Business which is issued in conjunction with the policy document and also included within renewal documentation. The Data Protection Notice may be updated from time to time. It can be accessed at; www.intactinsurance.ie.

Customer Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with company service, the details of your policy, perceived conflict of interest or treatment of a claim please contact your Insurance Broker or our Customer Service team at;

Intact Insurance Ireland DAC
Intact House
Dundrum Town Centre
Sandyford Road
Dublin 16
D16 FC92.

Telephone: 01 290 1000 / Outside Ireland: 00353 1 290 1000

Email: complaints@intactinsurance.ie

In the event of your complaint not being resolved to your satisfaction you may contact:

The Financial Services and Pension Ombudsman (FSPO), 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone +353 567 7000. Email: info@fspoi.ie

You may appeal a Financial Services and Pension Ombudsman finding to the High Court. We will not bear the cost of any appeal you bring.



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