

# Hired-in Plant section Policy document



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# Hired-in Plant section

This section forms part of **your** Zurich Tradesman policy. This section, the Zurich Tradesman policy, schedule, endorsements and any certificate(s) of motor and/or employers' liability insurance should be read together as if they are one document.

## Meaning of Words

Certain words in this section of the policy have special meaning. These meanings are given below or defined at the beginning of the policy. To help **you** identify these words in the policy, **we** have printed them in **bold** wherever they appear.

### Damage

Loss or damage.

### Excess

The amount stated in the schedule to this section for which **you** are responsible and which will be deducted from any payment under this section after all other terms and conditions have been applied.

### Hired-in plant

Contractors' plant of all types including scaffolding, temporary buildings, site office contents and site welfare facilities hired in by **you** under the terms of a hiring agreement but not on hire purchase or free loan to **you**.

Other words with special meanings in this section are defined earlier in the Zurich Tradesman policy. They are: **business, employee, our, us, we, you, your.**

## The Cover

### Hired-in plant

#### What is insured

**Your** legal liability under the terms of **your** hiring agreement to pay compensation for **damage** to **hired-in plant** whilst:

- a) in **your** custody or control
- b) re-hired by **you** under the standard conditions of The Construction Plant-Hire Association or as otherwise agreed with **us**

during the period of insurance within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and the European Union including whilst in transit by road, rail, roll on / roll off ferry or inland waterway.

**We** will pay:

- i) all sums **you** become legally liable to pay as compensation
- ii) all legal costs for which **you** may be liable for defence of legal proceedings incurred with **our** written consent.

#### What is not insured

##### Airborne or waterborne craft

liability for **damage** to any aircraft, hovercraft or watercraft other than non-powered craft

##### Motor vehicles

liability for **damage** to any mechanically propelled vehicle

- a) licensed for road use other than a vehicle designed or adapted primarily for use as a tool of trade
- b) for which compulsory motor insurance or security is required
- c) which is more specifically insured.

## Extensions to the plant cover

### Continuing hire charges

#### What is insured

**Your** legal liability under the terms of **your** hiring agreement to pay continuing hire charges for which **you** are responsible under the terms of **your** hiring agreement as a consequence of **damage** to **hired-in plant** insured by this section of the policy.

The most **we** will pay for any one occurrence of **damage** is £50,000 or as otherwise agreed with **us**.

#### What is not insured

liability for:

- a) hire charges incurred for the first 24 hours after the occurrence of the **damage**
- b) hire charges incurred for any period in excess of 3 months after the occurrence of the **damage**.

### Plant recovery costs

#### What is insured

The reasonable costs necessarily incurred by **you** to recover any item of **hired-in plant** which has become accidentally immobilised during normal operation.

The most **we** will pay is the sum that would have been payable under this section had recovery costs not been incurred.

#### What is not insured

costs:

- a) of rectifying electrical or mechanical breakdown or derangement in order to effect recovery of plant
- b) of recovering plant situated underground.

## Limit of Liability

The most **we** will pay for all claims made for any one occurrence of **damage** in the case of **hired-in plant** is shown in the schedule against **hired-in plant**.

Where any limit of liability has been reduced by the amount of a claim **we** will automatically reinstate it provided **you** agree to pay any additional premium required by us. Such additional premium will be disregarded for the purpose of any adjustment of premium under this section.

## Special conditions applying to this section of the policy

### Multiple lifts

Any raising or lowering operation in which a single load is shared between items of lifting and handling plant will be undertaken in accordance with the British Standard Code of Practice for the Safe Use of Cranes BS7121.

### Northern Ireland

Insofar as this section of the policy covers riot and civil commotion **we** will not be liable under this section in respect of **damage** or consequential loss occasioned by or happening through or in consequence directly or indirectly of riot or civil commotion in Northern Ireland.

### Overload testing

Any form of testing involving abnormal stresses or intentional overloading will be undertaken in accordance with the British Standard Code of Practice for the Safe Use of Cranes BS7121.

### Terrorism

For the purpose of this section of the policy only, the following exclusion applies in addition to the General Exclusions appearing at the end of the Zurich Tradesman policy:

**We** will not pay for loss, **damage**, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

- a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any organisation(s) or government(s) de jure or de facto and which:
  - i) involves violence against one or more persons
  - ii) involves **damage** to property
  - iii) endangers life other than that of the person committing the act
  - iv) creates a risk to health or safety of the public or a section of the public
  - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action as described in a) above.

In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided by this section of the policy the burden of proving that cover is provided under this section will be upon **you**.

**Your attention is drawn to the General Exclusions, General Conditions and Claims Conditions contained within the Zurich Tradesman policy.**





**Zurich Insurance Company Ltd**

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