

Owned Plant section Policy document



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Owned 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.

Owned plant

Contractors' plant of all types including scaffolding, temporary buildings, site office contents and site welfare facilities belonging to **you**, held by **you** under a hire purchase agreement, leased by **you** or on 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

Owned plant

What is insured

Damage to **owned plant** occurring whilst:

- a) in **your** custody or control
- b) hired out 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 at **our** option indemnify **you** by payment, reinstatement, replacement or repair.

The most **we** will pay for any one item of **owned plant** is its market value.

What is not insured

Personal tools

damage to **personal tools** if insured separately under the Zurich Tradesman policy

Breakdown

damage to any item of **owned plant** caused by its own breakdown or explosion but not **damage** by any ensuing cause

Attachments

damage to cutting edges, tools, trailing cables or flexible pipes, other than when such **damage** results from the total loss of the complete item or items of **owned plant**

Materials treated

damage resulting from materials treated by the **owned plant** or by foreign bodies entering the plant with such materials

Motor vehicles

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

Airborne or waterborne craft

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

Inventory losses

loss by disappearance or by shortage which is only discovered by a routine inventory or periodic stocktaking

Wear and tear

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

Plant recovery costs

What is insured

The reasonable costs necessarily incurred by **you** to recover any item of **owned 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 period of insurance in the case of **owned plant** is shown in the schedule against **owned 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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