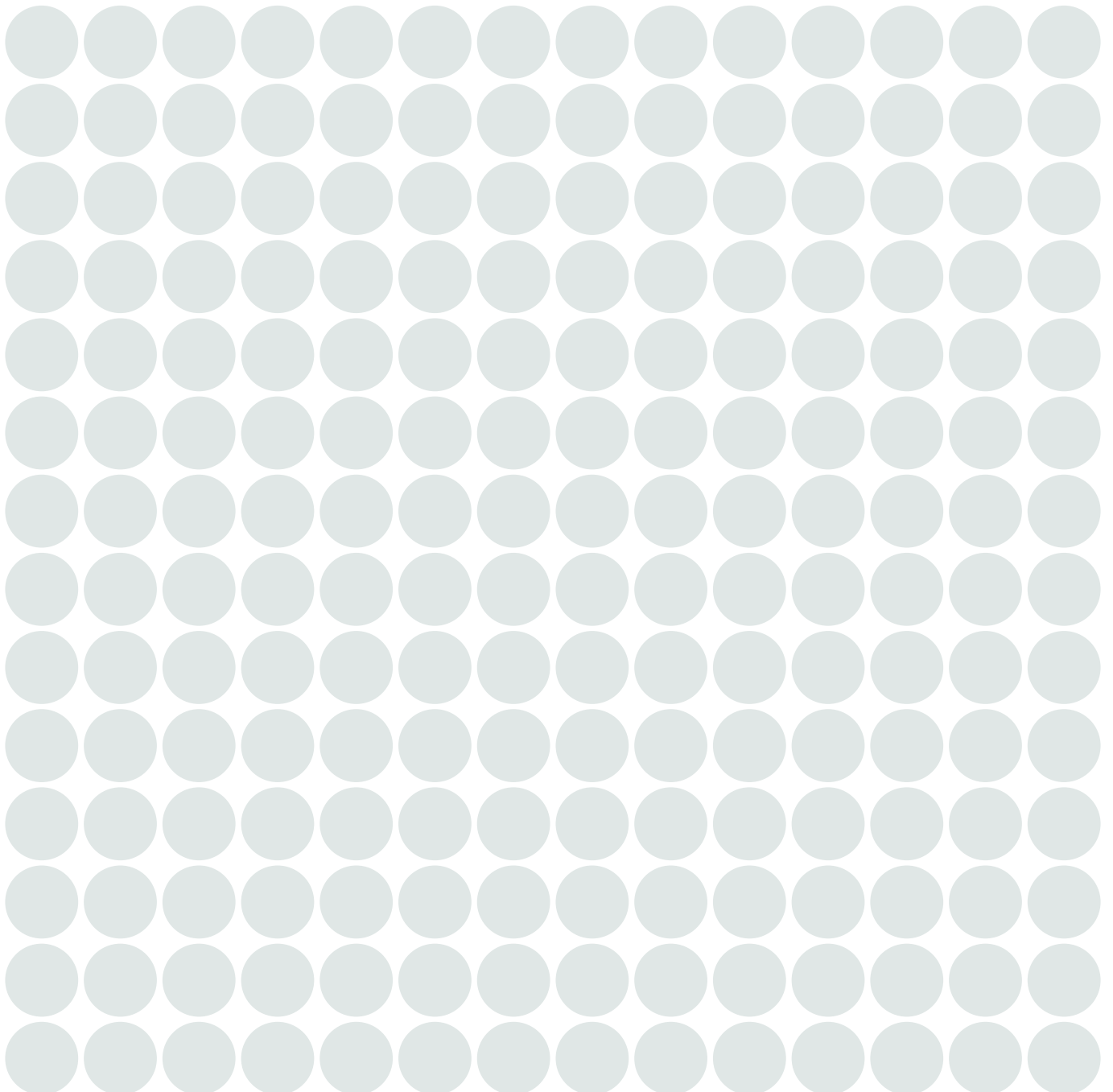


# Owned Plant section

Policy document



# 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 were 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 policy for which **you** are responsible and which will be deducted from any payment under this policy 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 this policy. They are: **business, employee, our, us, we, you, your.**

## The Cover

### What is insured

#### Owned plant

Damage to **owned plant** occurring whilst:

- in **your** custody or control
- 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 the European Union including whilst 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 this 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.

### What is insured

#### Plant recovery costs

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:

- of rectifying electrical or mechanical breakdown or derangement in order to effect recovery of plant
- 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 policy.

### 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 policy 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 this 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:

1. 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
2. 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 1. 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 Conditions and Exclusions and General Exclusions contained within the Zurich Tradesman policy.



**CommunityMark**  
developed by Business in the Community

**Zurich Insurance plc**

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

© Copyright – Zurich Insurance plc 2014. All rights reserved. Reproduction, adaptation, or translation without prior written permission is prohibited except as allowed under copyright laws.

The pulp used in the manufacture of this paper is from renewable timber produced on a fully sustainable basis. The pulp used in the manufacture of this paper is bleached without the use of chlorine gas (ECF – Elemental Chlorine Free). The paper is suitable for recycling.