



# Hired in plant section - Tradesmen

AXA Business Insurance

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# Hired in plant section - Tradesmen

Your schedule will show if this section is covered

## Meanings of defined terms

These definitions apply to this section and are in addition to the policy definitions that have already been described in the Essential Information document. If a word or phrase has a defined meaning it will be underlined and will have the same meaning wherever it is used in this section



### Damage

Loss or destruction or damage.



### Hacking

Unauthorised access to any computer or other equipment, component, system or item which processes, stores, transmits or retrieves data whether your property or not



### Hired in plant

Constructional plant, machinery, tools, equipment, site huts or caravans you have hired to use in connection with the business

- 1) while on the site of any contract anywhere within the policy territories
- 2) while on the site of any contract elsewhere within the European Union in connection with temporary work by employed persons ordinarily resident within the policy territories for a period or periods of up to 180 days in total, during any one period of insurance
- 3) while being transported by road, rail or inland waterway.



### Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception.



### Terrorism

In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

In Northern Ireland: An act including, but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.



### Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to, trojan horses worms and logic bombs.

## What is covered

### What is covered

### What is not covered

#### Damage to hired in plant cover

We will cover you against your legal liability under the terms of any hire conditions to make good to the owner of the hired in plant, for accidental damage, including any damage which is caused by an items own breakdown or its own explosion, occurring during the period of insurance but no more than the sum insured stated in your schedule.

In the event of any loss the sum insured will be automatically reinstated from the date of the loss, unless there is written notice by us or you saying otherwise. You will have to pay an additional premium for this.

#### Continuing charges cover

We will cover you against your legal liability to pay to the owner of the hired in plant, hire charges lost as a result of damage to the hired in plant, but excluding breakdown of construction plant or equipment unless this is solely due to the negligence, misdirection or misuse by you or your employed persons.

We will pay the hire charges for the period while the plant is necessarily idle due to the damage or breakdown, for a period not exceeding 90 days from the time that damage or breakdown occurs, excluding the first 48 hours.

This cover does not apply as a result of any willful act or willful neglect by you.

The maximum we will pay in respect of any one hire agreement is £25,000.

#### Immobilised plant cover

We will pay the necessary costs, up to the sum insured in your schedule, incurred in the recovery of the hired in plant which may become immobilised or immovable, as a result of damage, whilst being used in connection with the contract on which you are working..

## What is not covered



### Aircraft or watercraft exclusion

We will not cover you for damage to any

- 1) Aircraft
- 2) watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon)..



### Breakdown exclusion

We will not cover you for damage caused by mechanical or electrical breakdown or derangement.



### Date recognition exclusion

We will not cover damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.



### Electronic equipment exclusion

We will not cover you for damage to any computer or other equipment, component, system or item which processes, stores, transmits or retrieves data or any part of it, whether tangible or intangible (including but without limitation any information, programs or software) and whether your property or not, where damage is caused by programming or operator error, virus or similar mechanism or hacking, including where this results from the actions of malicious persons or thieves.



### Excess exclusion

We will not cover you for the amount of the excess shown in your schedule

- 1) If a single incident results in a claim under more than one of the following sections of cover
  - a) own plant tools and equipment,
  - b) hired in plant, or
  - c) contract works

you will not be responsible for more than one excess. Where the excess varies between each of those sections of cover, the higher amount will apply.



### Foreign hire exclusion

We will not cover you for damage to hired in plant outside the policy territories unless hired under an agreement entered into within the policy territories.



### Motor vehicle exclusion

We will not cover you for damage to any motor vehicle or attached trailer other than mobile plant which is primarily intended for use at contract sites or any vehicle used solely at contract sites and which is not licensed for road use



### Radioactive contamination exclusion

We will not cover you for loss of or damage or consequential loss resulting or arising from

- 1) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.



### Sonic bangs exclusion

We will not cover you for damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.



### Terrorism and Northern Ireland exclusion

We will not cover you for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

- 1) In England, Scotland, Wales, the Channel Islands and the Isle of Man
  - a) any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - b) any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
- 2) in Northern Ireland
  - a) any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - b) any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism
  - c) riot, civil commotion and (except for damage or interruption to the business caused by fire or explosion) strikers, locked-out workers or people taking part in labour disturbances or malicious people.

If any of the points above are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, law suit or other proceedings or where we state that any loss, damage, cost or expense is not covered by this section it will be your responsibility to prove that they are covered.

# What is not covered



## Unexplained losses

We will not cover you for unexplained disappearance or inventory shortage.



## War risk exclusion

We will not cover

- 1) any claims caused by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
- 2) confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.



## Wear and tear exclusion

We will not cover you for

- 1) damage due to wear and tear or gradual deterioration, rust, action of light or atmospheric conditions
- 2) the cost of normal upkeep, cleaning or normal repairs.