



Own plant tools and equipment section

AXA Business Insurance

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Own plant tools and equipment 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



Computer systems

Computer or other equipment or component or system or item which processes stores transmits or receives data.



Damage

Loss or destruction or damage.



Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.



Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal.



Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or computer systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems.



Hacking

Unauthorised access to any computer systems, whether your property or not.



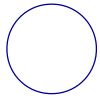
Phishing

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



Own plant tools and equipment

- 1) Constructional plant, machinery, trailers, tools, equipment, site huts, or caravans (including their contents) belonging to you
- 2) Portable tools and equipment including electronic communication and computing equipment the personal property of partners, principals, directors or employees up to the value of £500 any one person, which are ordinarily used or needed on the site of any contract carried out by you in connection with the business
 - a) anywhere within the policy territories
 - b) elsewhere within the European Union in connection with temporary work by 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) Stock in trade belonging to you, referred to in your schedule as 'stock in trade', while at your premises, or in a securely locked store or compound within the policy territories, or in transit by road, rail or inland waterway.



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 constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, computer systems, data 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 and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

What is covered

What is covered

What is not covered

Damage to property insured cover

We will cover you for accidental damage occurring during the period of insurance to any of the own plant tools and equipment shown in your schedule and will pay you for the value of the property at the time of its damage or for the amount of the damage, or at our option reinstate or replace the property or any part of it, in accordance with the following basis of settlement

Basis of settlement

- 1) For property insured other than for stock we will pay up to the market value of the property insured at the time of its damage but no more than the sum insured stated in your schedule. If the lost or damaged property is not new, we will deduct the following percentages for wear, tear and depreciation as part of the claims settlement
0-6 months – 0% deduction
7-11 months – 10% deduction
12-23 months – 20% deduction
24-35 months – 30% deduction
36-47 months – 40% deduction
48 months and over – 50% deduction
- 2) Claims for stock will be settled on the basis of its value at the time of damage but no more than the sum insured shown in your schedule.
- 3) In the event of any loss, the sum insured will be automatically reinstated from the date of the loss, unless there is written notice either by us or by you saying otherwise.
You will have to pay an additional premium for this.

Immobilised plant cover

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

Financial interest cover

The financial interest of anyone with whom you have entered into a loan, lease or hire purchase agreement in respect of any item or part of the own plant tools and equipment is automatically noted and should be advised to us in the event of a claim. If you do not comply with this condition you will not be covered and we will not pay your claim.

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 risks exclusion

We will not cover you for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1) damage to or the destruction of any computer systems; or
- 2) any alteration, modification, distortion, erasure or corruption of data

in each case whether your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from virus or similar mechanism or hacking or phishing or denial of service attack.

We will cover subsequent damage which is covered by this section, which itself results from a defined peril covered by this section, except for loss destruction or damage caused by malicious persons other than 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.



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

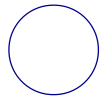
- 1) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.



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.

What is not covered



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.



Theft from unattended vehicle exclusion

We will not cover you for theft or attempted theft of own plant tools and equipment while contained in an unattended vehicle or trailer, unless there is evidence of forcible and violent entry to the vehicle or trailer



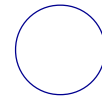
Unexplained losses

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



Unsecured storage exclusion

We will not cover you for damage to own plant tools and equipment away from the site of any contract, unless it is being kept within a securely locked store or enclosed yard.



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.