



Inspection Contract and Plant Protection

Policy document



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Data protection statement

Who controls your personal information

This notice tells you how Zurich Insurance plc and Zurich Management Services Limited ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information, or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

What personal information we collect about you

We will collect and process the personal information that you give us by phone, email, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services or other services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How we use your personal information' section.

How we use your personal information

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services or other services that you have requested; (ii) to meet our legal or regulatory obligations, or for the establishment, exercise or defence of legal claims; (iii) for our "legitimate interests". It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

Examples of the purposes for which we will collect and use your personal information are:

- to provide you with a quotation and/or contract of insurance
- to identify you when you contact us
- to deal with administration and assess claims
- to make and receive payments
- to obtain feedback on the service we provide to you
- to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes
- for fraud prevention and detection purposes.

We will use your health information and information about any convictions for the purposes of providing insurance, financial services or other services, and this includes arranging, underwriting, advising on or administering an insurance contract between you and us.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

Who we share your personal information with

Where necessary, we share personal information for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers
- brokers, introducers and professional advisers
- survey and research organisations
- credit reference agencies
- healthcare professionals, social and welfare organisations
- other insurance companies
- comparison websites and similar companies that offer ways to research and apply for financial services products or other services
- fraud prevention and detection agencies.

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies
- central government or local councils
- law enforcement bodies, including investigators
- credit reference agencies
- other insurance companies.

We may also share the following data with the types of organisations outlined above, for the purpose of statistical analysis, research and improving services:

- anonymised data – data encrypted to make it anonymous, which protects an individual's privacy by removing personally identifiable information
- pseudonymised data – personally identifiable information replaced with a pseudonym to make the data less identifiable, such as replacing a name with a unique number
- aggregated data – similar groups of data, such as age, profession or income which are expressed as a summary for statistical analysis.

How we use your personal information for websites and email communications

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

How we transfer your personal information to other countries

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

How long we keep your personal information for

We will keep and process your personal information for as long as necessary to meet the purposes for which it was originally collected.

There are a number of factors influencing how long we will keep your personal information, and these are shown below:

- to comply with applicable laws and regulations or set out in codes issued by regulatory authorities or professional bodies
- our business processes, associated with the type of product or service that we have provided to you
- the type of data that we hold about you
- if your data relates to any ongoing, pending, threatened, imminent or likely dispute, litigation or investigation
- to enable us to respond to any questions, complaints, claims or potential claims
- if you or a regulatory authority require us to keep your data for a legitimate purpose.

Your data protection rights

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest and/or you have consented to this.

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request)
- to have your data rectified if it is inaccurate or incomplete
- in certain circumstances, to have your data deleted or removed
- in certain circumstances, to restrict the processing of your data
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services
- to object to direct marketing
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you
- to claim compensation for damages caused by a breach of the data protection legislation
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

You can exercise your rights by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

What happens if you fail to provide your personal information to us

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

Important notes

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to any relevant database.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

The following steps are not applicable to Section 1 - Inspection contract

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Section 1 – Inspection contract

Please read this Contract carefully to ensure that it meets **your** needs.

Please notify **us** immediately if **you** require any alterations to be made or if there have been any changes in **your** business or other circumstances which may affect this Contract. This is a legal document and should be kept in a safe place.

Definitions

In this Contract, unless the context requires otherwise, the following words and expressions will have the meanings set out below and, where expressed in the singular, the plural of such expressions will be construed accordingly:

Additional Services

Additional services that fall outside the scope of the Inspection Service for the purposes of this Contract. Such services will include, without limitation, the services listed in sub clauses 1.8.1 to 1.8.8 inclusive.

Please also refer to Annex 2 for additional information from our website www.zurich.co.uk/engineering/inspectioncontract.

Competent Person

The competent person is Zurich Management Services Ltd who employ engineer surveyors, senior engineers or other technical persons.

Confidential Information

All technical, business and similar information relating to the business affairs of either party.

Contract

This Contract, including any Schedule forming part of it which can be viewed and/or downloaded from **our** website www.zurich.co.uk/engineering/workingwithyou/home.

Contract Price

The amount payable for the Inspection Service as stated in the Schedule or as varied from time to time in accordance with clause 4.0 during the Term.

Commencement Date

The date upon which the Contract commenced.

Discount Rate

A percentage reduction in the Contract Price, applicable only where stated in the Schedule.

Inspection

An examination of Plant which:

- a) will, if required by you, be carried out in accordance with the requirements of any applicable statutory regulations and, where applicable will be carried out in accordance with any written scheme of examination; or
- b) for Plant not requiring Inspection in accordance with statutory regulations will be carried out as agreed between the parties.

Inspection Interval

The interval between Inspections:

- a) as set out in statutory regulations and/or written schemes of examination (where applicable) and such additional Inspections as stated in the Schedule; or
- b) for Plant not subject to Inspection in accordance with statutory regulations will be as agreed between the parties.

Inspection Service

An Inspection of Plant at Inspection Intervals and provision of a Report.

Mid Term Adjustment

A change in contract title or postal address or in the scope of the Inspection Service. Additions to the scope of the Inspection Service may result in an additional premium. Changes in Plant or Site/Plant Locations are not deemed to be mid-term adjustments.

Maximum Contract Price

The maximum increase in the Contract Price upon renewal of this Contract, applicable only where stated in the Schedule.

Normal Working Hours

Between 08.00 hours and 17.00 hours Monday to Friday except for public holidays.

Plant

The machinery and equipment set out in the Schedule.

Report

A document in **our** standard format issued electronically and/or on paper, that provides details of the Plant inspected and the Inspection that was undertaken.

Schedule

A Schedule forming part of this Contract.

Site/Plant Location

The locations set out in the Schedule.

Specified Period

The period set out in the Schedule.

Term

12 months from the date as specified in the Schedule (unless otherwise stated therein) subject to termination in accordance with clause 9.

We, Us, Our

Zurich Management Services Limited whose registered office is: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ and trading as Zurich.

You, Your

The company, person or persons or other legal entity named in the Schedule.

Zurich Engineering

Zurich Engineering a trading name of Zurich Management Services Limited.

Terms and conditions

1 Scope of the Inspection Service

- 1.1 **We** will provide **you** with the Inspection Service for Plant at the Site, in accordance with the terms and conditions contained in this Contract, and, in consideration of which, **you** will pay **us** the Contract Price (please also see Annex 1 for additional information from **our** website www.zurich.co.uk/engineering/inspectioncontract).
- 1.2 Where **you** require that the Inspection Service is to be carried out in accordance with specific statutory regulations, the scope of the Inspection Service will (in so far as is possible under the terms of this Contract) be in accordance with the terms of those statutory regulations and any respective relevant guidance or any relevant approved code or practice. The Report will identify the regulations and any relevant guidance or any code of practice that apply.
- 1.3 For the avoidance of doubt, where the Inspection Service is carried out in accordance with any specific statutory regulation, the Competent Person will possess all necessary skills, experience and qualifications to the extent required under the applicable statutory regulation.
- 1.4 Where **you** do not require that the Inspection Service is carried out in accordance with specific statutory regulations or no such regulations apply, the scope of the Inspection Service will (in so far as is possible under the terms of this Contract) be as instructed by **you** and agreed by **us** or, in the absence of such an instruction, as specified by **us**.
- 1.5 The scope of the Inspection Service will be limited by the extent to which **you** have prepared the Plant for Inspection. In this event the Report will fully describe the scope of the Inspection. In the event that the Plant or part of a Plant cannot be located or is not made available by **you** for Inspection, the Report will indicate that the Plant or the relevant part of the Plant could not be inspected and will give the reason for this.
- 1.6 The Report may bring to **your** attention other noticeable and obvious defects that fall outside the scope of the Inspection, although no obligation to do so exists. The impact of such other defects are to be assessed by and are the sole responsibility of **you**.
- 1.7 The Inspection Service will not cover the preparation, operation, repair or maintenance of Plant.

- 1.8 **We** may (at our absolute discretion) negotiate with **you** and agree to provide Additional Services. **You** acknowledge that, unless otherwise agreed in this manner, Additional Services will not be included in the scope of the Inspection Service. For the avoidance of doubt, Additional Services will include, without limitation:
- 1.8.1 the compilation and/or certification of written schemes of examination, which may be a statutory requirement
 - 1.8.2 the witnessing or provision of ultrasonic, radiographic or other non-destructive tests (NDT) or other tests of a non-routine character or any proof of load stability, anchorage or similar test
 - 1.8.3 the assessment of Plant design and construction to verify compliance with applicable design or construction codes or European Directives
 - 1.8.4 the assessment of the suitability of Plant for its intended use in the particular environment within which it is operated
 - 1.8.5 the assessment of the suitability of proposed repair or modification to Plant
 - 1.8.6 the carrying out of any additional Inspections of the Plant required during and/or on completion of such repair or modification
 - 1.8.7 the assessment of any Plant which is in a non-standard operating condition; and
 - 1.8.8 the postponement of Inspection of Plant according to specific regulations that allow this.

Please also see Annex 2 for additional information from **our** website www.zurich.co.uk/engineering/inspectioncontract.

2 Duration

- 2.1 This Contract will stay in force until the end of the Term unless terminated in accordance with Clause 9.
- 2.2 At the end of the Term, the parties may mutually agree to renew the Contract on the same terms. Upon any renewal **we** may adjust the Contract Price whilst the remaining provisions will continue in full force and effect.

3 Our Obligations

- 3.1 Unless otherwise agreed, **we** will provide the Inspection Service within Normal Working Hours.
- 3.2 **We** will use reasonable endeavours including making contact with **you** by telephone or in writing prior to the due date of the Inspections in order to carry out the Inspections of the Plant at the Inspection Interval(s).
- 3.3 **We** will produce the Report within 14 days following completion of an Inspection of the Plant, other than in circumstances where an item is judged to give rise to immediate danger. In this event an on site report will be issued prior to leaving site.

Please also see Annex 3 for additional information from **our** website www.zurich.co.uk/engineering/inspectioncontract.

- 3.4 **We** will notify **you** in writing within 14 days of any abortive attempts to arrange an Inspection.
- 3.5 **We** will comply with **your** safe systems of work as notified by **you**. **We** reserve the right not to carry out an Inspection if, in its absolute discretion, to do so would pose an unacceptable risk to the health, safety or welfare of either **us**, **you** or other person.

Please also see Annex 4 for additional information from **our** website www.zurich.co.uk/engineering/inspectioncontract.

4 Contract Price

- 4.1 In addition to specified Mid Term Adjustments **you** agree that **we** will adjust the Contract Price at the end of the Term to take into account:
 - 4.1.1 any Plant added to or deleted from the Schedule
 - 4.1.2 any changes to the Inspection Interval(s) stated in the Schedule
 - 4.1.3 any charges identified in section 5 of the Contract
 - 4.1.4 in the case of any activities charged on a time spent basis, the actual time spent data available from either time spent reports or on-site time sheets, as agreed; and/or
 - 4.1.5 any right of set-off available to **us** in relation to this Contract
 - 4.1.6 the revised Plant as adjusted by 4.1.1, 4.1.2, 4.1.3 and 4.1.4 will be the basis of the Contract Price for the new Term.
- 4.2 Unless otherwise agreed in writing any invoices will be paid within 30 days of the date of invoice, with the invoice being provided to **you** within 30 days of the commencement of the specified Period or Term.

- 4.3 **We** reserve the right to withhold further supply of the Inspection Services to any Customer who fails to pay within the aforementioned period, without prejudice to any existing rights **we** may have in respect of such unpaid invoice.
- 4.4 Unless otherwise agreed in writing, prices quoted to **you** are shown in Sterling exclusive of Value Added Tax (or any other similar tax or duty levied by any Government or other Authority) on the value of the Services supplied. Any such taxes or duties will be payable by **you** in addition to the prices quoted.
- 4.5 Where **we** have reached agreement to commence Inspections for a new customer, the quotation offered will have been calculated on a Schedule of Plant provided. If that Schedule is not accurate then the amount, size or capacity of Plant inspected will not tally with the Schedule provided. As such the initial fee would be a deposit, adjustable dependant on Inspections having taken place in reality. If the amount of variation between quotation Schedule and reality is substantial, **we** would wish to negotiate or renegotiate the fee required. This could either be at Commencement or part way through an existing relationship.

5 Your Obligations

- 5.1 **You** will pay **us** the Contract Price at the start of the Term or as otherwise agreed in writing between the parties.
- 5.2 Where the Contract Price is adjusted in accordance with Clause 4, **you** will pay to **us** the difference between the Contract Price and the adjusted Contract Price.
- 5.3 **You** may be required to pay an additional charge to **us** where:
- 5.3.1 Inspections are carried outside Normal Working Hours, at **your** request
- 5.3.2 **you** require that **our** representatives are required to undertake training specific to **your** own health, safety and welfare procedures
- 5.3.3 **we** are unable to carry out an Inspection of the Plant at an agreed time through no fault of **our** own and a further appointment is necessitated
- 5.3.4 **we** are required to re-examine any Plant
- 5.3.5 **you** request an agreement with **us** to postpone an Inspection; and/or
- 5.3.6 **you** request duplicate copies of Inspection reports.
- 5.4 **You** undertake to renew the Contract at the end of the Term for the Specified Period where:
- 5.4.1 **you** are entitled to a Discount Rate; and/or
- 5.4.2 **we** agree to a Maximum Contract Price
- and **you** agree that **we** (without prejudice to **our** rights under clause 9) will be under no obligation to accept **your** renewal request. In the event that **you** terminate this Contract in breach of **your** obligations under this clause 5.3, **we** (without prejudice to **our** rights under clause 10) will be entitled to recover any amounts that **we** would have been paid had **you** not had the benefit of the provisions of this sub-clause.
- 5.5 **You** will ensure that all Plant that requires Inspection is included in the Schedule. In the event of any errors or omissions in the Schedule, **you** will notify **us** in writing, in a reasonable time.
- 5.6 To ensure that **we** provide the appropriate service, **you** will notify **us** if any Plant is being operated outside the scope of usual operating conditions ('Non-Standard Operating Condition').
- 5.7 **You** will use reasonable endeavours to comply with any arrangements proposed by **us** in order to carry out Inspections at the Inspection Interval(s).
- 5.8 **You** will, at **your** own expense, have the Plant properly cleaned and prepared for Inspection and will make available any ancillary testing equipment.
- 5.9 **You** will be responsible for the reassembly of the Plant after Inspection.
- 5.10 **You** will make available any of **your** staff, premises, facilities and access equipment as **we** may reasonably request to enable **us** to perform the Inspection Service. In particular where the operation of Plant is required for the purposes of an Inspection, **you** will make available a skilled and qualified operator.
- 5.11 **You** will promptly provide **us** with such information and documents as **we** may reasonably request for the proper performance of the Inspection Service. **You** will retain sole responsibility for the operation of the Plant.
- 5.12 **You** will provide **us** with safe access to the Site and a safe working environment on the Site.
- 5.13 Before the beginning of each Inspection, **you** will provide **us** with full information concerning any modification to the Plant that has been made since the last Inspection.

5.14 Notwithstanding **our** obligations under clause 3.2, it is **your** legal duty under any relevant statutory regulations to ensure that Plant is inspected at the prescribed Inspection Interval(s). It is therefore recommended that **you** establish a system to monitor Inspection Intervals in order to ensure compliance with the regulations and ensure that **we** are notified in advance of the Inspection dates required, should this be necessary.

6 Liability of Us and You

6.1 **We** accept no responsibility for damage sustained by the Plant as a result of the failure of the Plant to withstand a test applied as part of the Inspection Service.

6.2 Subject to sub-clause 6.1, **we** will indemnify **you** and keep **you** fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or breach of this Contract by **us**, **our** employees, agents or subcontractors.

This will be whether the indemnity is sought in respect of claims made by **you** or a third party against **us**, or against **you**.

6.3 **You** will indemnify **us** and keep **us** fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or breach of this Contract by **you**, **your** employees, agents or subcontractors. This will be whether the indemnity is sought in respect of claims made against **us** or a third party against **you**, or against **us**.

6.4 Except in respect of injury to or death of any person or any other liability which cannot be limited or excluded by law (for which no limit applies), the respective liability of **us** and **you**, under sub-clauses 6.2 and 6.3 in respect of each event or series of connected events or in the aggregate, will not exceed £10,000,000.

6.5 Notwithstanding anything else contained in this Contract neither **we** nor **you** will be liable to the other party for loss of profits or contracts, loss of goodwill or other special, indirect or consequential loss whether arising from negligence, breach of contract or howsoever.

7 Confidentiality

7.1 Neither party will disclose or communicate to any third party any Confidential Information obtained from the other party as a result of this Contract.

7.2 Nothing in this clause will impose an obligation of confidentiality on information:

- a) already in the public domain
- b) that was rightfully in the possession of such party prior to the commencement of this Contract
- c) that is required to be disclosed pursuant to any applicable law or regulatory body.

7.3 The obligations under this clause will come into effect on the Commencement Date and will survive termination.

8 Subcontracting

8.1 **We** may subcontract in whole or in part any of **our** obligations under this Contract. **We** will, in such circumstances, retain responsibility for the execution of any subcontracted work. Such subcontracting will only be to a Company-approved person or legal entity that has been audited by **us** in accordance with procedures that meet the requirements of any accreditation that may apply. **You** may consult with **us** if it requires this provision to be deemed deleted or altered whilst the remaining provisions will continue in full force and effect. For the avoidance of doubt this provision will only be deemed deleted or altered if **we** have agreed to such, prior to entering the Contract, in writing.

9 Termination

9.1 **We** may terminate this Contract by giving 30 days written notice to **you** at any time throughout the duration of the Contract without further obligation, subject to any accrued rights and the payment of the Contract Price for Inspection Services which have already been performed to the effective date of termination.

9.2 Either party will have the right at any time by giving notice to the other to immediately terminate this Contract on or after the happening of any of the following events:

- a) where the other has committed a material breach of the terms of this Contract which is incapable of remedy
- b) where the other has committed a material breach of the terms of this Contract which is capable of remedy and fails to remedy such breach within 30 days after receipt of a written notice by the other party giving full particulars of the breach and requiring it to be remedied
- c) where the other is unable to pay its debts as and when they fall due within the meaning of Section 123 of the Insolvency Act 1986
- d) where an order is made or a petition is presented or an effective resolution is passed for the winding-up of the other party otherwise than for the purpose of a solvent amalgamation or reconstruction

- e) where the other will convene a meeting or propose or enter into any arrangement or composition with its creditors
- f) where an event of Force Majeure delays a scheduled Inspection for more than 30 days.

10 Right of Set Off

10.1 **We** will be entitled to apply any monies due to **you** under the Contract in or towards any sum owing to **us** in relation to any matter whatsoever.

11 Force Majeure

11.1 **We** will not be liable for any delay or for the consequences of any delay in performing **our** obligations under this Contract if such delay is due to any cause beyond **our** reasonable control and will be entitled to a reasonable extension of time for performance of such obligations.

12 Notices

12.1 All notices to be given under this Contract will be in writing and may be delivered by first class post or facsimile transmission, and will be deemed to have been delivered, 48 hours after posting (in the case of first class pre-paid letter) and 12 hours after dispatch (in the case of facsimile transmission).

13 General

13.1 Failure by either party to enforce any of the rights under this Contract will not be taken as or deemed to be a waiver of such rights.

13.2 If any term or provision of this Contract is held illegal or unenforceable the remainder will remain in full force and effect.

13.3 This Contract represents the entire agreement between the parties and supersedes all prior agreements and representations made by either party, whether oral or written.

14 Governing Law

14.1 This Contract will be governed by and construed in accordance with the laws of England and any dispute will be subject to the exclusive jurisdiction of the English courts.

15 Sanctions

15.1 Notwithstanding any other terms of this Contract **we** will not provide any service or benefit to **you** or any other party to the extent that such service, benefit and/or any business or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

Additional clauses – applicable only if stated in the Schedule

001 Long Term Undertaking – Inspection Contract

In consideration of the Discount Rate applied to the Contract Price on this Contract **you** undertake with effect from the Commencement Date to offer annually to **us** for the Specified Period the Inspection Service under this Contract on the terms and conditions in force at the expiry of each Period of Contract, it being understood and agreed that:

- a) **we** will be under no obligation to accept an offer made in accordance with this undertaking
- b) **we** may adjust the Contract Price to take into account changes in Inspection Interval, additional Plant or deletion of Plant taken out of service.

This undertaking applies to any contract (or contracts) which may be issued by **us** in substitution for this Contract and the same discount will be allowed off the fees on any substituted contract (or contracts) issued by **us**.

Payment of the first or renewal fee due at the Commencement Date with the benefit of the appropriate Discount Rate will be deemed acceptance by **you** of this undertaking. The Discount Rate, Commencement Date and Specified Period are as stated in the Schedule or endorsed hereon.

002 Long Term Undertaking – Average Weekly Earnings (AWE) Index – Inspection Contract

In consideration of the Discount Rate applied to the Contract Price on this Contract **you** undertake with effect from the Commencement Date to offer annually to **us** for the Specified Period the Inspection Service under this Contract on the terms and conditions in force at the expiry of each Period of Contract, it being understood and agreed that:

- a) **we** will be under no obligation to accept an offer made in accordance with the above mentioned undertaking
- b) **we** may adjust the Contract Price to take into account changes in Inspection Interval, additional Plant or deletion of Plant taken out of service
- c) rates will be amended at each renewal date in line with the change in the Average Weekly Earnings – Regular Pay – Whole Economy – 3 Month Average Index for all employees during the period of 12 months which expires 3 months prior to the month of renewal.

This undertaking applies to any contract (or contracts) which may be issued by **us** in substitution for this Contract and the same discount will be applied to the Contract Price on any substituted contract (or contracts) issued by **us**.

Payment of the first or renewal fee due at the Commencement Date with the benefit of the appropriate Discount Rate will be deemed acceptance by **you** of this undertaking. The Discount Rate, Commencement Date and Specified Period are as specified in the Schedule or endorsed hereon.

003 Long Term Undertaking – Index Linked (RPI) – Inspection Contract

In consideration of the Discount Rate applied to the Contract Price on this Contract **you** undertake with effect from the commencement date to offer annually to **us** for the Specified Period the Inspection Service under this Contract on the terms and conditions in force at the expiry of each Period of Contract, it being understood and agreed that:

- a) **we** will be under no obligation to accept an offer made in accordance with this obligation
- b) **we** may adjust the Contract Price to take into account changes in Inspection Interval, additional plant or deletion of plant taken out of service
- c) rates will be amended at each renewal date in line with the change in the Retail Prices Index (all items) during the period of 12 months which expires 3 months prior to the month of renewal subject to a minimum of 0% and maximum of 5%.

This undertaking applies to any contract (or contracts) which may be issued by **us** in substitution for this Contract and the same discount will be applied to the Contract Price on any substituted contract (or contracts) issued by **us**.

Payment of the first or renewal fee due at the Commencement Date with the benefit of the appropriate Discount Rate will be deemed acceptance by **you** of this undertaking. The Discount Rate, Commencement Date and Specified Period are as specified in the Schedule or endorsed hereon.

Section 2 – Plant protection insurance

Plant Protection Policy

This Policy is a contract between **you** and **us**.

This Policy, Schedule and any Endorsement should be read as if they are one document.

We will insure **you** during any Period of Insurance for which **we** have accepted **your** premium. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this Policy, the Schedule or any Endorsement to this Policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both **you** and **us** to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **your** address stated in the Schedule. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this Policy, Schedule and any Endorsement carefully and if they do not meet **your** needs return them to **us** or **your** broker or insurance intermediary.

Definitions

The following words and expressions will have the meanings set out below wherever they begin with a capital letter and/or are in bold.

Boiler and Pressure Plant

Those parts of the permanent structure including fittings and direct attachments of Plant subject to steam or other fluid pressure excluding except where specifically stated in the Schedule:

- a) superheaters or economisers
- b) interconnecting piping or anything attached to such piping
- c) ancillary electrical and mechanical plant
- d) foundations, masonry, brickwork and chimneys.

Breakdown

- a) The breaking, distortion or burning out of any part of an item of Plant whilst in ordinary use arising from either mechanical or electrical defect in the item causing its sudden stoppage including any resultant loss of cooling, lubricating or insulating oil or refrigerant or brine; or
- b) the fracturing of any part of Plant by frost when such fracture renders it inoperative; or
- c) the complete severance of a rope forming part of Plant designed for lifting but not breakage or abrasion of individual wires or strands even if this necessitates replacement of such rope.

Collapse

The sudden and dangerous distortion whether or not attended by rupture of any item of Boiler and Pressure Plant caused by crushing stresses by force of steam or other fluid pressure other than pressure of ignited flue gases.

Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Damage

Sudden and unforeseen physical damage.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess network traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Data Processing System

Any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Electrical or Mechanical Plant

All integral parts of an item of the type of Plant stated in the Schedule including the individual switchgear for a motor and the wiring between the motor and its switchgear or between a generator and switchboard excluding foundations, masonry or brickwork.

Explosion

The sudden and violent rending of any item of Boiler and Pressure Plant by force of internal steam or other fluid pressure (other than pressure of chemical action or of ignition of the contents or of ignited flue gases) causing bodily displacement of any part of the Plant together with forcible ejection of the contents.

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data.

Lifting and Handling Plant

- a) In respect of Plant comprising lifts, platform hoists and lifting tables, all integral parts up to and including main circuit breakers or control valves excluding any supporting structure or foundations, masonry or brickwork.
- b) In respect of cranes and other lifting Plant:
 - i) all parts commencing in the case of a fixed unit at the point or points of anchorage and in the case of a travelling unit at and including the track wheels and terminating in the case of any unit at the hook, shackle or other connection to the burden rope or chain by which the load or appliance is attached; and
 - ii) all electrical equipment by which such Plant is driven commencing at the intake switch or plug or other connection on the Plant

excluding except where specifically stated in the Schedule fixing bolts or appliances or the track upon which the Plant works.

Mid Term Adjustment

A change of **your** name or postal address or scope of cover provided. Changes in scope of cover may result in an additional or return premium. Changes of Site or Plant are not deemed to be Mid Term Adjustments.

Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

Nuclear Reactor

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Own Surrounding Property

Property belonging to **you** or in **your** custody or control other than:

- a) any part of the Plant causing the Damage or any machinery or apparatus directly driving or driven by such Plant
- b) property being lifted, conveyed, handled, heated, cooled, processed by or contained in Plant.

Plant

Machinery and equipment stated in the Schedule and kept at the Site.

Reinstatement

- a) the replacement or rebuilding of property lost or destroyed which provided that **our** liability is not increased may be carried out:
 - i) in any manner suitable to **your** requirements
 - ii) upon another site
- b) the repair or restoration of the property damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Site

The locations stated in the Schedule.

Storage Tank

Any permanently installed enclosed receptacle used for storage of fuel oil including supply and delivery piping excluding flexible piping, pipes buried in the ground or in concrete, masonry or brickwork and any supporting structure or foundation.

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 including but not limited to Trojan horses, worms and logic bombs.

We, Us, Our

Zurich Insurance plc.

You, Your

The company, person or persons or other legal entity named in the Schedule.

1 Cover

We will indemnify **you** in respect of Damage to property insured occurring during the Period of Insurance. The insurance cover provided by this Policy is determined by cover code as defined below and stated in the Schedule against the item or type of Plant to which it applies:

1.1 Sudden and Unforeseen Damage – Cover Code SUD

Damage to Plant which necessitates immediate repair or replacement to enable normal working to continue including Damage caused by Breakdown, Explosion and Collapse.

1.2 Extraneous Damage – Cover Code AD

Damage to Plant which necessitates immediate repair or replacement to enable normal working to continue excluding Damage caused by Breakdown, Explosion or Collapse.

1.3 Breakdown – Cover Code BD

Damage to any item of Plant caused by its own Breakdown.

1.4 Explosion and Collapse – Cover Code EX

Damage to any item of Boiler and Pressure Plant caused by its own Explosion or Collapse.

Our liability under this Policy including liability under any extensions in respect of any one occurrence of Damage will not exceed the Limit of Liability stated in the Schedule.

2 Extensions

2.1 Additional Plant

We will indemnify **you** in respect of Damage to additional Plant which is installed and ready for use at the Site and falling within the description of Plant types already insured by this Policy provided that:

- a) **you** will give **us** details of additional Plant as soon as reasonably practicable but not later than 12 months after the cover has applied and pay the additional premium required on the basis agreed between **you** and **us** from the date of such installation. Such additional premium will be notified to **you** at the end of each Period of Insurance stated in the Schedule.
- b) such Plant is free from material defects known to **you** and complies with any statutory obligation concerning its examination and certification
- c) **we** are entitled to withdraw cover if such Plant is found to be unsatisfactory for insurance following Inspection.

2.2 Debris Removal

We will indemnify **you** in respect of the necessary and reasonable costs and expenses incurred by **you** with **our** consent in:

- a) removing debris of
- b) dismantling or demolishing
- c) shoring up or propping

property insured following Damage for which liability is admitted by **us** excluding any costs or expenses:

- i) incurred in removing debris except from the site of property destroyed or damaged and the area immediately adjacent to the Site
- ii) arising from pollution or contamination of property not insured by this Policy.

2.3 European Union and Public Authority Requirements

In respect of Damage for which a claim is admitted by **us** **we** will pay the additional cost of reinstatement incurred solely by reason of the necessity to comply with the stipulations of European Union legislation or building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority (the Stipulations) excluding:

- a) the cost incurred in complying with the Stipulations:
 - i) in respect of Damage occurring prior to the granting of this Extension
 - ii) in respect of Damage not insured by this Policy
 - iii) under which notice has been served upon **you** prior to the happening of the Damage
 - iv) for which there is an existing requirement which has to be implemented within a given period
 - v) in respect of undamaged property or undamaged portions of property
- b) the additional cost which would have been required to make good the property destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by its owner by reason of compliance with the Stipulations.

2.3.1 Special Conditions

- a) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months of the Damage or within such further time as **we** may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to **our** liability not being increased.
- b) If **our** liability under this Policy apart from this Extension be reduced by the application of any of the terms and conditions of this Policy then **our** liability under this Extension will be reduced in like proportion.
- c) The total amount payable under this Policy will not exceed the Limit of Liability stated in the Schedule.

2.4 Expediting Expenses

In respect of each claim for Damage for which liability is admitted by **us** **we** will pay the reasonable cost of effecting temporary repair and of expediting permanent repair including overtime working and the use of rapid transport provided that the cost does not exceed £5,000.

2.5 Temporary Removal

We will indemnify **you** in respect of Damage to Plant whilst temporarily removed to any other premises or working site in the United Kingdom, the Isle of Man or the Channel Islands and loss by theft of or Damage to Plant whilst in transit other than by sea or air to and from such premises or working site.

3 Optional Extensions

The insurance cover provided by this Policy is extended by cover code as defined below and stated in the Schedule against the item or type of Plant to which it applies:

3.1 Lifted Goods – Cover Code LG

Damage to property belonging to **you** or in **your** custody or control occurring whilst such property is being handled or lifted by an item of Plant and arising out of its use provided that any appliance for attaching the load to the Plant complies with any statutory obligations concerning its examination and certification.

3.2 Own Surrounding Property – Cover Code OSP

Damage to Own Surrounding Property directly resulting from insured Damage to Plant or in the case of Lifting and Handling Plant caused by impact through the normal operation of such Plant even though the Plant itself is not damaged excluding Damage to Own Surrounding Property caused by leakage from Plant.

3.3 Reinstatement – Cover Code RI

In the event of Damage to Boiler and Pressure Plant for which a claim is admitted by **us** under this Policy the basis upon which the amount payable under this Policy is to be calculated will be Reinstatement.

4 Basis of Indemnity

We will indemnify **you** under this Policy by **our** option the repair or replacement of the item of Plant or property lost or damaged or payment in money.

4.1 In the event of:

- a) damage to Plant which at the time of Damage is less than 2 years old
- b) damage to Own Surrounding Property
- c) damage to Plant to which cover code RI applies

the basis upon which the amount payable under this Policy is to be calculated will be Reinstatement.

4.2 The provision of indemnity on a reinstatement basis is subject to the following conditions:

- a) **our** liability for the repair or restoration of Plant or Own Surrounding Property which is only partially damaged will not exceed the amount which would have been payable had such property been destroyed
- b) any additional amount which may be payable solely due to the reinstatement provision will be paid only if:
 - i) reinstatement commences and proceeds without unreasonable delay
 - ii) the cost of reinstatement has been incurred
 - iii) at the time of its Damage the Plant or Own Surrounding Property is not insured by any other insurance effected by **you** or on **your** behalf which is not upon the same basis of reinstatement.

4.3 In the event of Damage to Plant which at the time of Damage is 2 years old or more and to which the cover code RI does not apply and to any other property:

- a) where the property can be repaired **we** will pay expenses necessarily incurred to restore it to its former state of serviceability. No deduction will be made for depreciation in respect of parts replaced. If the cost of repairs equals or exceeds the actual value of the property immediately before the occurrence of Damage it will be regarded as destroyed and settlement will be made on the basis provided for in b) below
- b) where the property is lost or destroyed **we** will pay its actual value immediately before the occurrence of the loss or destruction. Such actual value will be calculated by deducting depreciation from the replacement value of the property.

4.4 The following provisions apply in respect of all payments under this Policy:

- a) payment will include the cost of dismantling and/or erection, ordinary freight and custom duties and dues necessarily incurred for the purpose of effecting repairs or replacement
- b) the value of any salvage will be taken into account

- c) repairs will be undertaken by the manufacturer or his approved agent unless prior agreement has been obtained from **us**. If **we** agree that repairs may be executed at a workshop owned by **you**, **we** will pay the cost of materials and wages incurred for the purpose of the repairs and a reasonable percentage to cover overhead charges
- d) the indemnity provided in respect of parts of Plant which have a limited working life will be restricted to the value of such part or parts at the time of Damage due allowance having been made for the length of time the part or parts have been in service
- e) the indemnity provided in respect of Plant which is obsolete or of foreign manufacture and for which replacement parts cannot be supplied by the makers from stock will be limited to the price of corresponding equivalent parts of current Plant of similar size and type together with the estimated cost of installing them but **we** will not pay the cost of replacing other parts of the Plant which are undamaged but require replacement or upgrading to return the Plant to normal operation.

5 Exclusions

This Policy does not cover:

5.1 Communicable Diseases

any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a Communicable Disease; or
- b) the fear or threat (whether actual or perceived) of Communicable Disease

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

5.2 Consequential Loss

compensation for loss of use, delay or detention or any other consequential loss of any nature whatsoever

5.3 Corrosion and Erosion

the cost of rectifying or making good any form of corrosion or erosion howsoever arising but resulting Damage is not excluded

5.4 Date Related Performance and Functionality

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) the way in which any Data Processing System responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any Data Processing System responding to or dealing in any way with:
 - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such Data Processing System is **your** property or not

5.5 Electronic risks

- a) Damage caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not
- b) business interruption consequential loss or loss of gross profit directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack

5.6 Excess

the amount stated in the Schedule as the Excess in respect of the cost of each and every occurrence for which **you** are indemnified by this Policy

5.7 Excluded Parts

Damage to:

- a) glass or non-metallic parts
- b) any device for safety or protection when it operates for that purpose
- c) bulbs, thermionic valves, electric heating elements, photo electric cells, transistors, cathode ray and x-ray tubes and similar apparatus
- d) track rails, wear plates, cutting edges, crushing, grinding or hammering surfaces, cutting, shaping or drilling tools and the like

5.8 Fire and Perils

Damage by fire howsoever caused, lightning, explosion other than Explosion as herein defined where cover code SUD or EX applies, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, theft or attempted theft, malicious persons, earthquake, subsidence, ground heave, landslip, storm, flood, escape of water from any tank, apparatus or pipe or impact by any mechanically propelled vehicle or by goods falling therefrom or any animal at the Site or at any other premises or working site whilst temporarily removed

5.9 Installation

Damage to any item of Plant during its installation, erection or dismantling

5.10 Known Defects

Damage caused by known defects which are noted in the current report of inspection or previous maintenance records but have not been rectified

5.11 Modifications

Damage to any item of Plant caused by or arising from modifications to that item beyond the specifications laid down by its manufacturer

5.12 Multiple Lifts

Damage arising out of any raising or lowering operations in which a single load is shared between any item of Lifting and Handling Plant and any other equipment whether insured under this Policy or not unless otherwise agreed by us in writing

5.13 Newly Installed Plant

Damage to any item of Plant due to its own Breakdown, Explosion or Collapse:

- a) where it has not successfully completed its performance acceptance tests; or
- b) occurring within 28 days of its initial installation at the Site

5.14 Nuclear Risks

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any Nuclear Installation, Nuclear Reactor or other explosive nuclear assembly or nuclear component thereof
- c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

5.15 Product Recall

Damage caused by or arising from non-compliance by you with a recall of Plant by its manufacturer or supplier

5.16 Prototype Plant

Damage to Plant which is prototype or experimental

5.17 Sonic Waves

Damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

5.18 Supplier's Responsibility

Damage for which a manufacturer, supplier, contractor or repairer is responsible to the extent that **you** are able to recover from such party either by law or under contract

5.19 Terrorism

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- 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 person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - i) involves violence against one or more persons; and/or
 - ii) involves damage to property; and/or
 - iii) endangers life other than that of the person committing the action; and/or
 - iv) creates a risk to health or safety of the public or a section of the public; and/or
 - 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 described in a) above.

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

5.20 Testing or Repair

Damage to any item of Plant:

- a) which at the time of its occurrence is undergoing a hydraulic test or any form of testing involving abnormal stresses or intentional overloading; or
- b) caused by the application of any tool or process in the course of its maintenance, inspection, repair, alteration, modification or overhaul

5.21 War

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority

5.22 Wear and Tear

the cost of rectifying or making good wear and tear, scratching of painted or polished surfaces, gradually developing defects, flaws, deformation, distortion, cracks or partial fractures, loose parts, defective joints or seams but resulting Damage is not excluded.

6 General Conditions

6.1 Access

You will afford reasonable facilities for **our** representatives to examine Plant insured under this Policy.

6.2 Change in Circumstances

You must notify **us** as soon as possible during the Period of Insurance if there is any change in circumstances or to the material facts previously disclosed by **you** to **us** or stated as material facts by **us** to **you** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **we** will be entitled to vary the premium and terms for the rest of the Period of Insurance. If the changes make the risk unacceptable to **us** then **we** are under no obligation to agree to make them and may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change **we** may exercise one or more of the options described in clauses c) i), ii) and iii) of General Condition 6.4 – Fair Presentation of the Risk but only with effect from the date of the change in circumstances or material facts.

6.3 Cancellation

We will not be bound to invite or accept renewal of this Policy and may by 30 days' notice in writing to **you** by recorded delivery cancel this Policy at any time. **You** will then be entitled to a rebate of premium for the unexpired period.

6.4 Fair Presentation of the Risk

- a) At inception and renewal of this Policy and also whenever changes are made to it at **your** request **you** must:
- i) disclose to **us** all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If **you** do not comply with clause a) of this condition **we** may:
- i) avoid this Policy which means that **we** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless in which case **we** will not return the premium paid by **you**; and
 - ii) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred.
- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this Policy may be affected in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:
- i) if **we** would not have provided **you** with any cover **we** will have the option to:
 - 1) avoid the Policy which means that **we** will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred
 - ii) if **we** would have applied different terms to the cover **we** will have the option to treat this Policy as if those different terms apply. **We** may recover any payments made by **us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
 - iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.
- d) Where this Policy provides cover for any person other than **you** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession **we** will not invoke the remedies which might otherwise have been available to **us** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than **you**.

Provided always that if the person concerned or **you** acting on their behalf makes a careless misrepresentation of fact **we** may invoke the remedies available to **us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected.

6.5 Payment by Instalments

Reference to the payment of premium includes payment by monthly instalments. If **you** pay by this method this Policy remains an annual contract and the date of the payment and the amount of instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 (if applicable) the credit agreement and this Policy will be cancelled immediately.

6.6 Contractual Right of Renewal (Tacit)

If **you** pay the premium to **us** using **our** Direct Debit instalment scheme **we** will have the right (which **we** may choose not to exercise) to renew this Policy each year and continue to collect premiums using this method. **We** may vary the terms of this Policy (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew this Policy provided **you** tell **us** or **your** broker or insurance intermediary before the next renewal date **we** will not renew it.

6.7 Sanctions

Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

6.8 Reasonable Precautions

You will:

- a) maintain the Plant in a reasonable condition and take appropriate steps to ensure that you comply with all regulations relating to the safe operation of the Plant; and
- b) comply with manufacturer's recommendations made in respect of maintenance and operation of the Plant; and
- c) will take all reasonable precautions to safeguard the Plant against loss or damage.

7 Claims Conditions

7.1 Arbitration

If **we** admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute before the arbitrator has reached a decision.

7.2 Claims Procedures

In the event of any occurrence which may give rise to a claim under this Policy **you** will:

- a) as soon as reasonably possible give **us** notice
- b) preserve any damaged or defective property which might prove necessary as evidence for examination by **our** representatives
- c) in the case of Plant lost, stolen or maliciously damaged take all practicable steps including the giving of immediate notice to the Police to discover any guilty person and to trace and recover the missing Plant
- d) at **your** own expense supply full details of the claim in writing to **us** within 30 days of the occurrence together with:
 - i) any evidence and information that may be reasonably required by **us** for the purpose of investigating or verifying the claim including previous inspection and maintenance records and if requested a statutory declaration of the truth of the claim and any connected matters
 - ii) details of all other insurances covering the event or part of it.

No claim will be payable unless the terms of this Condition have been complied with and in the event of non-compliance any payment on account of the claim already made will be repaid to **us** immediately.

7.3 Fraudulent Claims

If **you** or anyone acting on **your** behalf:

- a) makes a fraudulent or exaggerated claim under this Policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this Policy for loss or damage which **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or
- e) realises after submitting what **you** reasonably believed was a genuine claim under this Policy and then fails to tell **us** that **you** have not suffered any loss or damage; or
- f) suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim under this Policy

we will be entitled to refuse to pay the whole of the claim and recover any sums that **we** have already paid in respect of the claim.

We may also notify **you** that **we** will be treating this Policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If **we** terminate this Policy under this condition **you** will have no cover under this Policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of **you** this condition should be read as if it applies only to that insured person's claim and references to this Policy should be read as if they were references to the cover effected for that person alone and not to the Policy as a whole.

7.4 Our Rights

- 7.4.1 **We** will be entitled to take the benefit of **your** rights against any other party before or after **you** have received indemnification under this Policy.
- 7.4.2 **We** will be given such information and assistance by **you** as may be required.
- 7.4.3 Notwithstanding the above **we** will not pursue any rights against any company being **your** parent or subsidiary or any company which is a subsidiary of a parent company of which **you** are also a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate at the time of the loss or Damage.
- 7.4.4 **We** and any person authorised by **us** will be entitled without incurring any liability or diminishing any of **our** rights under this Policy to enter any site, building or premises where Damage has occurred, take possession of any damaged property and deal with such property for all reasonable purposes and in any reasonable manner.
- 7.4.5 **You** will not be entitled to abandon any property to **us** whether taken into possession by **us** or not.

7.5 Other Insurance

We will not be liable for any claim which at the time of its occurrence is covered by or would but for the existence of this Policy be covered by any other insurance except in respect of any excess beyond the amount which would have been payable under such insurance had this Policy not been effected.

8 Additional Clauses – applicable only if stated in the Schedule

001 Long Term Undertaking – Plant Protection

In consideration of the discount rate being allowed off the premium(s) on this Policy **you** undertake with effect from the commencement date to offer annually to **us** for the Specified Period the insurance under this Policy on the terms and conditions in force at the expiry of each Period of Insurance it being understood and agreed that:

- a) **we** will be under no obligation to accept an offer made in accordance with this undertaking
- b) **we** may adjust the premium to take into account changes in sum insured or scope of cover.

This undertaking applies to any policy or policies which may be issued by **us** in substitution for this Policy and the same discount will be allowed off the premiums on any substituted policy or policies issued by **us**.

Payment of the first or renewal premium due at the commencement date with the benefit of the appropriate discount rate will be deemed acceptance by **you** of this undertaking. The discount rate, commencement date and specified period are stated in the Schedule or endorsed hereon.

002 Long Term Undertaking – Average Weekly Earnings (AWE) Index – Plant Protection

In consideration of the discount rate being allowed off the premium(s) on this Policy **you** undertake with effect from the commencement date to offer annually to **us** for the Specified Period the insurance under this Policy on the terms and conditions in force at the expiry of each Period of Insurance it being understood and agreed that:

- a) **we** will be under no obligation to accept an offer made in accordance with the above-mentioned undertaking
- b) **we** may adjust the premium to take into account changes in sum insured or scope of cover
- c) rates will be amended at each renewal date in line with the change in the Average Weekly Earnings – Regular Pay – Whole Economy – 3 Month Average Index for all employees during the period of 12 months expiring 3 months prior to the month of renewal.

This undertaking applies to any policy or policies which may be issued by **us** in substitution for this Policy and the same discount will be allowed off the premiums on any substituted policy or policies issued by **us**.

Payment of the first or renewal premium due at the commencement date with the benefit of the discount rate will be deemed acceptance by **you** of this undertaking. The discount rate, commencement date and specified period are stated in the Schedule or endorsed hereon.

003 Long Term Undertaking – Index Linked (RPI) – Plant Protection

In consideration of the discount rate being allowed off the premium(s) on this Policy **you** undertake with effect from the commencement date to offer annually to **us** for the Specified Period the insurance under this Policy on the terms and conditions in force at the expiry of each Period of Insurance, it being understood and agreed that:

- a) **we** will be under no obligation to accept an offer made in accordance with this obligation
- b) **we** may adjust the premium to take into account changes in sum insured or scope of cover

- c) rates will be amended at each renewal date in line with the change in the Retail Prices Index (all items) during the period of 12 months which expires 3 months prior to the month of renewal subject to a minimum of 0% and maximum of 5%.

This undertaking applies to any policy or policies which may be issued by **us** in substitution for this Policy and the same discount will be allowed off the premiums of any substituted policy or policies issued by **us**.

Payment of the first or renewal fee due at the commencement date with the benefit of the appropriate discount rate will be deemed acceptance by **you** of this undertaking. The discount rate, commencement date and specified period are as specified in the Schedule or endorsed hereon.

004 Storage Tanks (ST)

We will indemnify **you** in respect of Damage to property insured occurring during the Period of Insurance. The insurance cover provided by this extension is determined by cover code ST as defined below and the sums insured stated in the Schedule.

Cover Code ST

- a) Damage to Plant which necessitates immediate repair or replacement to enable normal working to continue including Damage caused by Breakdown, Explosion and Collapse
- b) loss of contents of any Storage Tank
- c) the cost of removing any escaped liquid following such loss as a result of Damage to a Storage Tank for which liability has been admitted by **us** under this Policy excluding loss caused by evaporation, seepage or normal trade loss
- d) Damage to Own Surrounding Property directly resulting from insured Damage to Plant excluding Damage to Own Surrounding Property caused by leakage from Plant.

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