



In Partnership with:



HIRED IN PLANT POLICY



WELCOME

Thank **you** for choosing YardLink for the insurance of **your** Hired in Plant.

The Policy has been arranged on **your** behalf by YardLink, who are an Appointed Representative of CGI Insurance Services Ltd.

CGI Insurance Services Ltd are authorised and regulated by the Financial Conduct Authority (FCA). Registered number 310329. **You** can check this on the Financial Services Register by visiting www.fsa.gov.uk/register or by contacting the FCA on 0800 111 6768.

CGI Insurance Services Ltd are registered in England number 04089258 and their registered office is 7 – 9 Swan Road, Lichfield, Staffordshire, WS13 6QZ.

You can contact CGI Insurance Services Ltd on:

Telephone: 01543 267 810
Email: info@cgiinsurance.com

YOUR INSURER

The Policy is underwritten by Great American International Insurance (UK) Ltd (also referred to as **we**, **our** and **us**).

Great American International Insurance (UK) Ltd is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority (under registration number 202874). **We** are registered in England at 32 Queen Square, Bristol, BS1 4ND. Company Number 02714031.

POLICY SUMMARY

The purpose of this policy summary is to help **you** understand the insurance by setting out the significant features, benefits, limitations and exclusions. **You** still need to read the full policy for a full description of the terms of the insurance.

Significant features and benefits

- The Policy covers your liability under the hire agreement for **damage** to contractors' plant that **you** have hired from YardLink.
- **You** are covered for any **damage** due to fire, theft, malicious or accidental damage that is not specifically excluded by the Policy.
- The Policy also covers your liability to pay continuing hire charges under the hire agreement following **damage** to the equipment **you** have hired.

Significant or unusual exclusions or limitations

- The most **we** will pay in respect of any one claim is £50,000. This is regardless of the value of the equipment you have hired or the value of the **damage** that may have occurred.

If this limit is not adequate to cover the value of equipment that **you** have hired, **you** must contact CGI immediately to discuss **your** requirements.

- **You** are responsible for the excess which is stated in the Certificate.

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HOW TO READ YOUR HIRED IN PLANT POLICY

The Policy is made up of the following parts:

Your Hired in Plant policy

This document

Certificate of Insurance

The Certificate of Insurance provides key details about the Policy including:

- **your** name
- address
- period of insurance
- premium
- territorial limits
- excess(es)
- limits

Policy extensions, exclusions and conditions

These apply to all of the Policy unless otherwise stated herein.

Claims conditions

These apply to any claim and tell **you** what to do in the event of a loss. **Your** duties and obligations and **our** rights following a loss are set out here.

Definitions

Words (but not headings or sub-headings) with specific meaning (appearing in bold) are defined here. These may be specifically varied or supplemented in the wording of any section.

Data protection

This explains how **we** handle **your** personal and business details provided to **us**.

Complaints procedure

This explains **your** rights and how to contact **us** in the event of a complaint.

Endorsements

These may be issued from time to time by **us** as a way of amending the Policy or for any other purpose relating to the Policy. When issued an endorsement forms part of the Policy.

YOUR HIRED IN PLANT POLICY

This is a Great American Hired in Plant policy ('the Policy').

The Policy is a contract between **you** (also referred to as the Insured or **your**) and **us** (also referred to as **we** or **our**).

All parts of the Policy, including the policy certificate ('the Certificate') and any endorsements, should be read together and considered as one contract.

In consideration of payment of the premium and subject to the terms and conditions of the Policy **we** and **you** agree that **we** will provide insurance cover as set out in the Certificate.

Law applicable to the contract

UK law allows both **you** and **us** to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands depending upon **your** address as shown in the Certificate. If there is any dispute as to which law applies it shall be English law.

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

Please read the Policy carefully. If it does not meet **your** needs, then please contact **your** broker or agent to discuss.

HIRED IN PLANT

Cover

The insurance provided by the Policy is in respect of **your** legal liability under the terms of **your** hiring agreement or otherwise to pay:

1. compensation for **damage** occurring during the **period of insurance** to **hired in plant** whilst at any situation and whilst in transit (other than by sea or air) including any associated loading and unloading within the **territorial limits** caused by or resulting from a cause not otherwise excluded; and
2. continuing hire charges as a result of **damage** insured under 1. above.

In addition **we** will pay all legal expenses for which **you** may be liable where legal proceedings have been defended with **our** written consent.

Limit of liability

The most **we** will pay is the:

1. applicable **limit of liability**; and
2. subject to the **maximum indemnity period**.

POLICY EXTENSIONS

The following policy extensions of cover are provided.

Loss prevention expenses

We will pay the reasonable and necessary costs **you** incur to protect **hired in plant** from imminent **damage** caused by or resulting from a cause not otherwise excluded.

Security devices

We will pay for **damage** to any security device specifically designed for the physical protection of **hired in plant**.

POLICY EXCLUSIONS

The Policy does not cover:

Airborne or waterborne risks

damage to any airborne or waterborne vessel, craft, marine rig or platform or property situated on any such vessel, craft, marine rig or platform.

Consequential loss, fines and penalties

consequential loss of any kind or description, fines, liquidated damages, penalties (contractual or non-contractual), performance warranties or multiple, aggravated, punitive or exemplary damages not specifically provided for by the Policy.

Corrosion

the costs of replacing, repairing or rectifying parts of the **hired in plant** rendered necessary by any form of corrosion, erosion or the action of which accelerates or otherwise aggravates another condition or mechanism howsoever the same may arise.

This policy exclusion does not apply to other parts of the **hired in plant** physically damaged as a result of such corrosion or erosion.

Cyber Loss

The Policy does not cover loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- a. the use or operation of any Computer System or Computer Network;
- b. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- c. access to, processing, transmission, storage or use of any Data;
- d. inability to access, process, transmit, store or use any Data;
- e. any threat of or any hoax relating to a. to d. above;
- f. any error or omission or accident in respect of any Computer System, Computer Network or Data;
- g. any activity of third party(s) causing disruption or damage to any Computer System or Computer Network.

For the purpose of this Exclusion, the following definitions apply:

Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by **you** or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

Data means information used, accessed, processed, transmitted or stored by a Computer System.

Excess

the amount stated in the Certificate as the excess in respect of each and every claim for which **you** are indemnified by the Policy.

Government action

seizure or destruction of **hired in plant** by order of any government or public authority other than acts of destruction at the time of and for the purpose of preventing the spread of fire provided that such fire did not originate from any cause otherwise excluded.

Intentional acts

damage caused by:

1. the intentional act or wilful neglect by **you**; and
2. intentionally exceeding the manufacturer's rated lifting capacity for the **hired in plant** as specified in load charts, brochures and/or manuals published by the manufacturer.

Motor vehicles

vehicles which require a Road Fund Licence or motor insurance unless designed or adapted primarily as a tool of trade for the purpose of **your** business.

Multiple lifting operations

damage arising from any **multiple lifting operation(s)** unless such **multiple lifting operation(s)** fully comply with relevant legislation and specifically LOLER Regulations 8 and BS7121 specification for multiple lifting.

Nuclear hazard

damage caused by:

1. any weapon employing atomic fission or fusion; or
2. nuclear reaction or radiation, or radioactive contamination from any other cause.

Property underground

damage whilst **hired in plant** is situated underground other than whilst situated in fully completed and operational underground facilities.

Terrorism

damage directly or indirectly caused or occasioned by or arising from:

1. or in connection with **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence of loss including any cost or expense of whatsoever nature directly or indirectly incurred by **you**;
2. any action taken in controlling, preventing, suppressing or in any way relating to **terrorism**;
3. any act of riot or civil commotion in Northern Ireland, except in respect of **damage** to any **hired in plant** caused by or resulting from fire or explosion; or
4. any act of strikers, locked out workers or persons taking part in labour disturbances or malicious persons in Northern Ireland.

In respect of 1. and 2. above, if **we** allege that by reason of this exclusion any **damage**, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon **you**.

Unexplained losses

unaccountable losses or losses only revealed when an inventory is made unless such losses can be traced to a specific identifiable event.

War

any consequence whether direct or indirect of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering, nationalisation or requisition or destruction of or **damage to hired in plant** by or under the order of any government, public municipal or local authority.

Wear and tear

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

This policy exclusion does not apply to other parts of the **hired in plant** physically damaged as a result of such wear and tear or deterioration.

CLAIMS CONDITIONS

The following conditions apply to all parts of the Policy except where expressly provided to the contrary.

Action by you

In the event of **damage** for which a claim is or may be made under the Policy **you** shall:

1. notify **us** as soon as reasonably practicable;
2. notify the police authority immediately it becomes evident that any **damage** has been caused by theft or attempted theft or by malicious persons;
3. preserve any damaged or defective parts of the **hired in plant** for inspection by **our** representatives;
4. carry out and permit to be taken any action which may reasonably be practicable to prevent or minimise any further **damage**;
5. not pay or offer or agree to pay any money or make any admission of liability without **our** prior consent;
6. deliver to **us** at **your** expense:
 - a. full information in writing of circumstances, nature and amount of **damage**;
 - b. details of any other insurance on any **hired in plant**;
 - c. all such proofs and information relating to the claim as may be reasonably required; and
 - d. if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.

Arbitration

Any dispute arising out of or in connection with the Policy, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of the LCIA, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one.

The seat, or legal place, of arbitration shall be London.

The language to be used in the arbitration shall be English.

The governing law of the contract shall be the substantive law of England.

Basis of settlement

In the event of **damage** covered under the Policy, the basis upon which the amount payable is calculated shall be:

For **hired in plant**:

- a. which is hired under a hiring contract or agreement no more onerous than the Construction Plant-hire Association or the Scottish Plant Owners Association conditions the full cost to repair or replace with deduction for wear, tear or gradual deterioration; or
- b. which is hired under Hire Association Europe conditions the full cost to repair or replace without deduction for wear, tear or gradual deterioration.

Any payment shall not exceed the amount **you** are legally or contractually liable for under the terms of the hiring agreement.

Fraud

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

1. makes any false or fraudulent claim;
2. makes any exaggerated claim;
3. supports a claim by false or fraudulent documents devices or statements (whether or not the claim is itself genuine);
or
4. makes a claim for **damage** which **you** or anyone acting on **your** behalf deliberately caused

we will:

- a. refuse to pay the whole of the claim; and
- b. recover from **you** any sums that **we** have already paid in respect of the claim.

We may also notify **you** that **we** will be treating the Policy as having terminated with effect from the date of the earliest of any of the acts set out in 1 to 4 above. In that event **you** will:

- i. have no cover under the Policy from the date of the termination; and
- ii. not be entitled to any refund of premium.

Loss payment options

In the event of **damage** covered by the Policy, at **our** option, **we** will either repair, reinstate or replace any property lost or damaged or make a cash settlement.

Multiple insureds

In the event that the insured as shown in the Certificate consists of more than one party or legal entity **our** liability shall not exceed the amount for which **we** would have been liable had **damage** been sustained by any one of such insured parties or legal entities.

Other insurance

If **you** are (or but for the existence of the Policy would be) entitled to indemnity under any other insurance, then **we** shall be liable only for the amount by which **our** liabilities under the Policy exceed **your** entitlement to indemnity under such other insurance.

Our rights following a claim

In the event of a claim arising for which **we** shall be liable under the Policy, **we** shall be entitled (but not obliged) to:

1. undertake in **your** name and on **your** behalf the absolute conduct and control of any proceedings and settlements of the same; and
2. take proceedings at **our** own expense and for **our** own benefit, but in **your** name to recover compensation or secure any indemnity from any third party in respect of anything covered by the Policy.

Payments on account

Where liability under the Policy is admitted **you** shall be entitled to receive payment(s) as agreed between **you** and **us** in advance of final settlement.

GENERAL CONDITIONS

The following conditions apply to all parts of the Policy except where expressly provided to the contrary.

Access & reasonable precautions

You shall provide access and reasonable facilities for **our** representatives to examine any **hired in plant** insured under the Policy. **You** shall also take and cause to be taken all reasonable precautions to prevent accidents and to safeguard the **hired in plant** against **damage** and to ensure that all statutory and other regulations relating to the **hired in plant** are observed.

Cancellation

Save where the claims condition entitled *Fraud* applies, the Policy may be cancelled at any time:

1. by **us** by sending 30 days' notice by registered letter to **you** at the last known address. Provided that the premium has been paid in full, **you** shall be entitled to the return of a proportionate part of the premium corresponding to the unexpired **period of insurance**.
2. by **you** who shall (provided that the premium has been paid in full) be entitled to the return of a proportionate part of the premium corresponding to the unexpired **period of insurance** provided that no claims have been or will be notified to **us** and subject to the **minimum retained premium**.

Change in circumstances

You shall give **us** notice in writing as soon as reasonably practicable:

1. of any alteration which materially affects the risk insured; and/or
2. if there is any alteration to the facts and matters set out in the Certificate or otherwise comprising the risk presentation made and/or the information provided to **us** at inception or variation of the Policy which materially increases the risk of **damage** or legal liability

and **we** shall, at **our** absolute discretion, have the right to vary the terms of the Policy.

If **you** fail to notify **us** of any material alteration of the risk **we** may:

- a. treat the Policy as if it had come to an end as at the date of the alteration of the risk returning a proportionate amount of the premium for the unexpired **period of insurance** if **we** would have cancelled the Policy had **we** known of the increase in risk;
- b. treat the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **we** would have applied had **we** known of the increase in risk;
- c. reduce proportionately the amount paid or payable on any claim the proportion for which **we** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **we** would have charged had **we** known of the increase in risk.

Currency

All financial transactions under the Policy including premium and claim payments shall be effected in pounds sterling in the United Kingdom.

Economic sanctions

No cover or benefit shall be provided and no sum shall be payable under the Policy to the extent that providing or paying it would directly or indirectly put **us** or **our** ultimate parent company in breach of any applicable economic or trade sanction laws or regulations.

Fair presentation of the risk

You must make a fair presentation of the risk to **us** at inception and variation of the Policy.

We may avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is:

1. deliberate or reckless; or
2. of such other nature that if **you** had made a fair presentation of the risk **we** would not have issued the Policy.

We will return the premium paid by **you** unless the failure to make a fair presentation is deliberate or reckless.

If **we** would have issued the Policy on different terms had **you** made a fair presentation of the risk **we** will not avoid the Policy (except where the failure is deliberate or reckless) but **we** may instead:

- a. reduce proportionately the amount paid or payable on any claim, the proportion for which **we** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **we** would have charged had **you** made a fair presentation; and/or
- b. treat the Policy as if it had included such additional terms (other than those requiring payment of premium) as **we** would have imposed had **you** made a fair presentation of the risk.

For the purposes of this clause references to:

- i. avoiding a policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the Policy) or the variation date (where the failure occurs when the Policy is varied);
- ii. refunds of premium should be treated as refunds of premium back to the inception date or variation date as the context requires; and
- iii. issuing a policy should be treated as references to issuing the Policy at inception or varying the Policy as the context requires.

Observance of policy terms

Our liability will be conditional on **you** complying, and as appropriate any other person entitled to indemnity complying as though they were the insured, with the terms of the Policy.

Third Party Rights

A person or organisation who is not party to the Policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Policy. This condition is without prejudice to any rights existing notwithstanding such act.

Value added tax

To the extent that **you** are accountable to the tax authorities for value added tax ('VAT'), all terms in the Policy shall be exclusive of such tax unless the:

1. **you** cannot recover VAT in whole or in part; and
2. sums insured include any such non-recoverable VAT at the current rate.

DEFINITIONS

Wherever the following words and phrases appear in the Policy in bold, they will always have these meanings:

Damage

direct physical loss, destruction or damage.

Hired in plant

tools, tackle, scaffolding, plant and equipment including site huts (and contents) and other temporary buildings hired in by **you** as stated in the Certificate.

Limit of liability

as stated in the Certificate.

Maximum indemnity period

as stated in the Certificate.

Minimum retained premium

as stated in the Certificate.

Multiple lifting operation(s)

two or more lifting machines being used for the purpose of lifting or lowering a load.

Period of insurance

as stated in the Certificate.

Territorial limits

as stated in the Certificate.

Terrorism

any act involving the use of force or violence and/or the 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 or overthrow any government and/or to put the public, or any section of the public, in fear.

We, our and us

Great American International Insurance (UK) Ltd.

You and your

the insured as stated in the Certificate.

DATA PROTECTION AND PRIVACY SUMMARY STATEMENT

Data Protection and Privacy Summary Statement

As a provider of commercial general insurance, **we** may collect personal data from **our** clients, contractors and third parties to assess, underwrite and administrate insurance contracts. The privacy of the personal data obtained is very important to **us** and **we** are committed to collecting, processing, sharing, storing and destroying all information in accordance with GDPR and the UK data protection laws.

You can read **our** full Privacy Notice on **our** website www.greatamericanuk.com, which goes into more detail about how **we** collect, use and process personal data, and how, in doing so, **we** comply with **our** legal obligations. It also describes **your** rights as a data subject in respect of personal data. **We** would be happy to post **you** a copy, please contact **us** on the address below or via the internet contact if **you** require this.

Contact and complaints

Should there be any queries with respect to this Data Protection and Privacy Summary Statement please write to:

Head of Compliance
Great American International Insurance (UK) Limited
32 Queen Square, Bristol, BS1 4ND, UK

or alternatively address **your** query to the Head of Compliance through the contact section of **our** website: <http://www.greatamericanuk.com/contacts/contact-us/>

If **you** have a complaint or concern about how **we** use **your** personal data, please contact **us** and **we** will do **our** utmost to resolve the issue as soon as possible. **You** have the right to make a complaint at any time to the Information Commissioner's Office (ICO) for data protection issues (<https://ico.org.uk/>). **We** would, however, appreciate the opportunity to respond to any concerns you may have, in the first instance.

COMPLAINTS PROCEDURE

We always aim to provide a high standard of service to all **our** customers. However, there may be times when something leaves **you** disappointed or dissatisfied.

Please tell **us** if **you** are unhappy or have a complaint about any aspect of **our** service. All feedback **we** receive from **our** customers helps **us** to consider changes so that **we** can ensure that **we** continue to meet **your** expectations both now and in the future.

How to complain

If **you** wish to complain, please get in touch with **us** as soon as possible. **You** can contact **us** by phone, in person, in writing or by e-mail as follows:

The Claims Manager
Great American International Insurance (UK) Ltd
32 Queen Square, Bristol, BS1 4ND, UK.

Telephone: 0117 915 1433
Email: gaukcomplaints@gaig.com

How we will handle your complaint

We are committed to resolving any complaints fairly and promptly. Striving to minimise **your** inconvenience, **we** will listen to **your** concerns and will seek a solution with **you**.

The member of **our** team whom **you** first contact will discuss **your** complaint with **you** and identify what **we** can do to put it right. The more information **you** can provide, the quicker **we** can try to fix the problem.

If **we** are able to resolve a complaint by close of business on the third working day following its receipt **we** will close the complaint and send **you** a Resolution letter. Sometimes, **we** will not be able to resolve a complaint right away. If so, **we** will acknowledge **your** complaint in writing within five working days. On these occasions, **we** aim to resolve matters within four weeks.

If **your** complaint is particularly complicated, it may take longer to remedy. In this case, **you** will receive a letter from **us** giving **you** reasons for the delay and an indication of when **we** expect to resolve **your** complaint.

If together, **we** cannot reach an agreement by the end of eight weeks, **we** will issue **our** final response letter, which will explain **our** final position.

How to refer a complaint to the Financial Ombudsman Service

If **we** have given **you** a response to **your** complaint and **you** are still dissatisfied, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service.

You may access more information in respect of the Financial Ombudsman Service at the following web site www.financial-ombudsman.org.uk.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation should **we** be unable to meet **our** obligations. Further information is available on www.fscs.org.uk or **you** may contact the FSCS on 0800 678 1100.

NOTIFYING A CLAIM

Claims under the Policy should be notified to **us** in accordance with the claims conditions of the Policy at the following address:

Claims Department – Construction & Engineering
32 Queen Square, Bristol, BS1 4ND, UK.

Telephone: 0117 915 1433
Email: gaukclaims@gaig.com