
MACHINERY MOVEMENT Insurance Policy

This Policy (and the Schedule which forms and integral part of the Policy) is a legal contract. Please examine it carefully to ensure that it meets your requirements. If it does not, please advise your insurance adviser immediately.

We would remind you that you are required to inform us immediately of any material facts or changes. Failure to do so may invalidate your Policy or result in certain covers not operating fully. If you are in any doubt as to whether a fact or change is material or not, please contact your insurance adviser.

RSA Insurance Ireland DAC (herein called the Company) and you the Insured agree that

- (a) this Policy the Schedule (including any Schedule issued in substitution) and any memoranda shall be considered the contract and any word or expression to which a specific meaning has been attached or which is in capital letters and/or in bold shall bear such meaning wherever it appears and
- (b) any information supplied by the Insured or their insurance broker or agent or intermediary shall be incorporated into the contract and
- (c) the Company has relied on the information provided by the Insured and/or their broker in correspondence, proposal forms and other communications, in providing the insurance
- (d) the Company shall provide the insurance described in the contract subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium and
- (e) all monies which become or may become payable by the Company under the contract will in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland and
- (f) all monies which become due under the contract shall be paid or payable in Euro currency amounts unless otherwise agreed by the Company and
- (g) all amounts in the contract are stated in Euro currency amounts unless specifically stated to the contrary and
- (h) the parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. This Policy shall be governed by Irish Law and all communications between the Insured and the Company will be in English
- (i) Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999 (as amended)

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandycroft Road, Dundrum, Dublin 16.

DEFINITIONS

DAMAGE

DAMAGE in capital letters shall mean physical loss destruction or DAMAGE

NOTICE OF ADJUDICATION

Notice of Adjudication shall mean any notice issued by a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication

OPERATIONS

The Operations occurring during the Period of Insurance and for which Cover is provided by this Policy are indicated in the Schedule

Loading shall mean all operations from commencement of removal of the complete Property or its disassembled parts from its site up to securing of the Property or parts thereof onto the carrying vehicle

Unloading shall mean all operations from commencement of removal of devices securing the Property on the carrying vehicle up to setting down of the Property or its disassembled parts upon the bed or site where the Property is to be stored or erected

Transit shall mean all operations following completion of securing the Property onto the carrying vehicle including conveyance necessary transshipment storage or deviation en route up to the commencement of removal of load securing devices prior to unloading the Property at the destination

Erection shall mean all operations from the commencement of assembly of the parts of the Property until the completion of testing or running or the date of taking over by the purchaser whichever is the earlier

Dismantling shall mean all operations from the commencement of stripping down of the Property into two or more parts until the completion thereof

Resiting Same Premises shall mean bodily removal of the Property in its complete state from its existing site conveyance through the premises and setting the Property down upon the prepared bed or site within the same premises

Positioning shall mean from the completion of Unloading of the Property from the transporting vehicle until completion of movement to the actual working position and placing on foundations or bedplate

Removal shall mean bodily removal of the Property or a major part thereof from its foundations or bedplate in the actual working position until commencement of loading onto the transporting vehicle

PROPERTY

Property shall mean those items detailed in the Schedule

REINSTATEMENT

Reinstatement shall mean

- a) where any item of Property suffers DAMAGE to the extent that it cannot be economically repaired replacement by new Property of equal performance and/or capacity or if such be impossible replacement by new Property having the nearest overall performance and/or capacity to the Property which has suffered DAMAGE
- b) where any item of Property otherwise suffers DAMAGE the repair of the DAMAGE and the restoration of the portion of Property suffering DAMAGE to a working condition substantially the same as but not better or more extensive than its condition when new

TERRITORIAL LIMITS

Territorial Limits shall mean the Republic of Ireland the United Kingdom the Isle of Man and the Channel Islands

TERRORISM

Terrorism shall mean an act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

COVER

DAMAGE TO PROPERTY

DAMAGE TO PROPERTY

In the event of DAMAGE (subject to any exclusions) to Property happening during the Period of Insurance whilst in the course of the Operations specified in the Schedule and at the time of such DAMAGE the Property

- a) is less than or equal to 1 year old from the date of sale as new the amount payable by the Company shall be Reinstatement
- b) is more than 1 year old from the date of sale as new the Company will pay to the Insured the value of the Property at the time of the DAMAGE or the cost of repair of the DAMAGE to a condition substantially the same as but not better or more extensive than the condition at the time of the DAMAGE or at its option reinstate or replace such Property

LIMIT OF LIABILITY

LIMIT OF LIABILITY

The liability of the Company shall not exceed

- a) where the Cover is issued on an Machinery Movement – Single basis the Limit of Indemnity stated in the Schedule or the balance of such Limit of Indemnity remaining after deduction for any other DAMAGE occurring during the same Period of Insurance unless the Company shall have agreed to restore any such Limit of Indemnity
- or
- b) where the Cover is issued on a Machinery Movement – Annual basis in total in respect of any one incident of DAMAGE or series of incidents of DAMAGE from a common cause the Limit of Indemnity stated in the Schedule

In the event that the Insured consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had such DAMAGE been sustained by any one of the Insured parties or legal entities

Where the basis of payment is to be Reinstatement payment of Reinstatement shall not be made

- a) unless Reinstatement commences and proceeds without unreasonable delay
- b) until Reinstatement has been carried out
- c) if the Property insured at the time of its DAMAGE shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement

If at the time of Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property exceeds the Limit of Indemnity stated in the Schedule thereon at the commencement of any DAMAGE the liability of the Company shall not exceed that proportion of the amount of the DAMAGE which the Limit of Indemnity shall bear to the sum representing the cost of reinstating the whole of the Property at that time

MEMORANDA

TERRORISM PROVISION

Subject otherwise to the terms and conditions of this Policy insofar as this Policy covers DAMAGE or loss resulting from DAMAGE caused by fire or explosion the Company liability for DAMAGE or loss resulting from DAMAGE in the United Kingdom (not including the Channel Islands and the Isle of Man) other than in Northern Ireland by fire or explosion occasioned by or happening through or in consequence directly or indirectly of Terrorism in respect of all losses arising out of any one event shall not exceed

- a) the following limits after the application of all the provisions of this Policy including the Insureds contribution

	Limit of Liability
Property DAMAGE Insurance	£100,000
Business Interruption }	
Consequential Loss }	£100,000
Increase in Cost of Working }	

or

- b) any Limit of Indemnity stated in the

Schedule whichever is lower

Any provision in this Policy which provides for any Limit of Indemnity or limit of liability to be automatically restored following a loss shall not apply to losses covered under this provision

AUTOMATIC RESTORATION OF SUM INSURED

The Limit of Indemnity stated in the Schedule will be automatically restored without additional premium from the date of occurrence of any DAMAGE or liability of €12,500 or less

Exclusions

This Policy does not cover

BREAKDOWN	DAMAGE to Property by its own explosion mechanical or electrical breakdown failure breakage or derangement
UNEXPLAINED LOSSES	loss of Property due to theft or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been notified under the terms of Claims Conditions – Action By The Insured
WATER BORNE VESSELS	DAMAGE to waterborne vessels or craft or Property on such vessels or craft
INSURED CONTRIBUTION	the Excess stated in the Schedule being the first part of each and every claim to be borne by the Insured as ascertained after the application of all other terms and conditions of the Policy other than those stated in the Memorandum – Terrorism Provision
POLLUTION OR CONTAMINATION	DAMAGE caused by pollution or contamination except (unless otherwise excluded) DAMAGE caused by pollution or contamination which itself results from any DAMAGE
TRANSIT BY SEA AND AIR DAMAGE	DAMAGE occurring whilst the Property is in transit by sea or air
CORROSION OR EROSION	DAMAGE consisting of or caused by any form of corrosion or erosion howsoever the same may arise but this exclusion shall not apply to DAMAGE to any other part of the Property free from such corrosion or erosion
WEAR AND TEAR	DAMAGE consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the Property but this exclusion shall not apply to DAMAGE to any other part of the Property free from any such condition
FINANCIAL LOSS	loss of any kind whatsoever not specifically covered by this Policy including financial loss loss of profits loss due to delay or any consequential loss of any kind whatsoever not specifically covered by this Policy
RIOT STRIKE AND CIVIL COMMOTION	DAMAGE caused by riot strike lockout or civil commotion
WAR	DAMAGE caused by 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
NUCLEAR	DAMAGE to <ul style="list-style-type: none"> a nuclear material b any constructional work including decommissioning in or of any building plant equipment or other property which has been used or is designed to be used for the production or use of nuclear material without the prior agreement of the Company
RUBBER TYRES	DAMAGE to rubber tyres unless such DAMAGE arises out of an accident for which Cover is provided under this Policy to other parts of the Property or unless such DAMAGE arise out of a malicious act which necessitates replacement of such tyres repair thereof being impracticable
UNDERGROUND WATER DAMAGE AND RECOVERY	<ul style="list-style-type: none"> a DAMAGE to Property occurring underground or underwater b Recovery costs and abandonment in respect of Property underground
VEHICLES REGISTERED FOR ROAD USE	any vehicle for which a road fund licence and /o certificate of motor insurance is required other than mechanically or electrically propelled contractors plant
EXISTING PROPERTY	any existing structure or other property not forming part of the Property
IMPROVEMENTS	any costs incurred in connection with or in consequence of improvements or overhauls following DAMAGE but not forming part of the contract
MONEY	deeds bonds bills of exchange promissory notes cash bank notes cheques and securities for money or stamps
PERMANENT WORKS	DAMAGE to the permanent works or any part of thereof after such works have been

taken over or taken into use (whichever is the earlier) by the
employer/purchaser/principal

REFRACTORY LININGS	DAMAGE to refractory linings from commencement of first application of heat
SPECULATIVE BUILDING	DAMAGE to any works constructed on a speculative basis occurring after substantial completion thereof
RADIOACTIVE CONTAMINATION	<p>DAMAGE to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from</p> <ul style="list-style-type: none"> a) ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel b) the radioactivity toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
WAR AND TERRORISM EXCLUSION	<p>loss DAMAGE cost expense or legal liability of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss</p> <ul style="list-style-type: none"> (1) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power (2) any Act of Terrorism (3) In Northern Ireland civil commotion (other than in respect of legal liability under liability insurance if insured) <p>For the purpose of this endorsement an Act of Terrorism means an act including but not limited to the use of force or violence or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear</p> <p>This endorsement also excludes loss DAMAGE cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (1) and/or (2) and/or (3) above</p> <p>If the Company or Insurers allege(s) that by reason of this exclusion any loss DAMAGE cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured</p> <p>In the event any portion of this endorsement is found to be invalid or unenforceable the remainder shall remain in full force and effect</p>
ELECTRONIC RISK EXCLUSION	<p>Notwithstanding anything that appears to the contrary in the policy wording and subject always to the Exclusion terms exceptions and conditions of this Policy</p> <ul style="list-style-type: none"> (A) this Policy does not cover any Damage to Data or loss (including for the avoidance of doubt consequential loss) resulting from interruption or interference with the Insureds Business consequent upon Damage to Data <p>For the purpose of this exclusion Damage to Data shall include but not be limited to:</p> <ul style="list-style-type: none"> (i) loss destruction or corruption of Data whether in whole or in part (ii) unauthorised appropriation use access to or modification of Data (iii) unauthorised transmission of Data to any third parties (iv) Damage arising out of any misinterpretation use or misuse of Data (v) Damage arising out of any operator error in respect of Data

(B) this Policy does not cover any Damage to the Property Insured or loss (including for the avoidance of doubt consequential loss) resulting from interruption or interference with the Insureds Business consequent upon Damage to the Property Insured arising directly or indirectly from or caused directly or indirectly by

- (i) (a) the transmission or impact of any Virus
- (b) unauthorised access to a System
- (c) interruption of or interference with electronic means of communication used in the conduct of the Insureds Business including but not limited to any diminution in the performance of any website or electronic means of communication
- (d) failure of a System

in each case other than Damage to the Property Insured caused by any of the Covers insured provided that such Damage does not arise by reason of any malicious act or omission or

(ii) any of the matters described in paragraph (A) above

Definitions

For the purposes of this exclusion

- 1) Damage means loss or destruction or damage to the Property Insured and any loss or destruction of or damage to Data
- 2) Data means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware
- 3) Failure of a System means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Insureds business activities
- 4) System includes computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any Computer Installation
- 5) Microchip means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers
- 6) Virus means a programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

BIOLOGICAL OR CHEMICAL CONTAMINATION EXCLUSION

regardless of any contributory causes any loss damage cost expense or legal liability directly or indirectly arising out of Biological or chemical contamination due to any act of terrorism

For the purpose of this endorsement an act of terrorism means an act including but not limited to the use of force or violence and/or threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

For the purpose of this endorsement contamination means the contamination poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances

If the Company or insurers allege(s) that by reason of this exclusion any loss DAMAGE cost expense or legal liability is not covered by this Policy the burden of proving the contrary shall be upon the insured

SPECIAL CONDITIONS

CONDITION PRECEDENT	All of the Special Conditions are conditions precedent to the liability of the Company under this Policy
REASONABLE PRECAUTIONS	The Insured shall take all reasonable precautions to prevent DAMAGE
MULTIPLE LIFTING	Any lifting operations in which a single load is shared between more than one item of lifting equipment at the same time must conform to BS7121 specification for multiple lifting
EMPTYING OF TANKS	from the time of commencement of emptying fluid from any tank the Policyholder shall ensure that all valves and vents intended to be open shall be padlocked in an open position where covers of such valves and vents cannot be padlocked in an open position they shall be dismantled and placed in a secure store until completion of emptying operations
CESSATION OF WORK	if from any cause work on site of Contract shall cease for a period exceeding 3 consecutive months then the Company shall have no liability for DAMAGE occurring upon such site unless otherwise expressly stated and agreed by the Company in writing
SPECIAL PRECAUTIONS	the Policyholder shall maintain the Property in an efficient condition and fit for its purpose and shall ensure that any property requiring inspection or test under any statute or order or regulation shall be so inspected or tested
TESTING / COMMISSIONING	The Cover provided by this Policy in respect of DAMAGE directly or indirectly caused by or connected with the testing commissioning or operation of the Property is restricted to such DAMAGE arising solely from the testing commissioning or operation of new Property for a period not exceeding one month from the commencement of such testing commissioning or operation but excluding any DAMAGE directly or indirectly caused by or connected with the testing commissioning or operation of Property which is not new or which is a prototype or experimental or unproven design

GENERAL CONDITIONS

ALTERATION

This Policy shall be avoided with respect to any of the Property in regard to which there is any alteration after the commencement of this Policy

- a) whereby the risk of DAMAGE is increased either temporarily or permanently or
- b) where by the interest of the Insured ceases except by will or operation of law
- c) whereby the business be wound up or carried on by a liquidator or receiver or permanently discontinued.

unless admitted by the Company in writing

DECLARATION

Where the Cover is issued on a Machinery Movement – Annual basis the Premium payable under this Policy is provisional and subject to adjustment

At the end of each Period of Insurance the Insured shall declare to the Company the information specified in the Schedule as Declaration Information

The actual premium shall be calculated at the rates applicable on the amounts declared

If the actual premium differs from the provisional premium the Insured shall pay or the Company shall refund the difference subject to a minimum retention by the Company of any minimum retained premium referred to in the Schedule or 50% of the Provisional premium whichever is the greater

POLICY VOIDABLE

This Policy shall be avoidable in the event of misrepresentation mis-description or non- disclosure in any material particular

RIGHT TO EXAMINE

The Company representatives shall have the right to examine at all reasonable times any Property

CANCELLATION

This Policy may be cancelled

- a) by the Company sending thirty days notice to the Insureds last known address who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company
- b) by the Company sending seven days notice to the Insureds last known address in the event of non payment of any monthly premium on its due date where the Policy is issued or renewed on the basis of monthly premiums
- c) by the Insured who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company

CURRENCY

All premiums and claims under this Policy shall be paid in the Republic of Ireland in Euro except where stated in Memorandum – Terrorism Provision

ONUS OF PROOF

The onus of proof shall be on the Policyholder to prove that any DAMAGE arose as a result of an identifiable occurrence for which indemnity is provided by the Policy

CLAIMS CONDITIONS

ACTION BY THE INSURED

- a) In the event of any incident of DAMAGE in consequence of which a claim is or may be made under this Policy the Insured shall
 - i) notify the Company immediately
 - ii) notify the police authority immediately it becomes evident that any loss has been caused by malicious persons
 - iii) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss
 - iv) deliver to the Company at the Insureds expense
 - 1) full information in writing of the loss
 - 2) details of any other insurances on any Property hereby insured within 30 days after such DAMAGE (7 days in the case of DAMAGE caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Company may allow
 - 3) all such proofs and information relating to the claim as may be reasonably required
 - 4) if demanded a statutory declaration of the truth of the claim and of any matters connected with it
- b) No claim under this Policy shall be payable unless the terms of this condition have been complied with

FRAUD

If a claim is dishonest or fraudulent in any respect or if dishonest or fraudulent means are used by the Insured or by anyone acting on his behalf to obtain any benefit under this Policy or if any DAMAGE is caused by the willful act or with the connivance of the Insured all benefit under this Policy shall be forfeited

CONTRIBUTION

If at the time any claim arises there is any other insurance effected by or on behalf of the Insured covering any DAMAGE covered by this Policy the liability of the Company hereunder shall be limited to its rateable proportion of such loss

SUBROGATION

Any claimant under this Policy shall at the request and expense of the Company provide such information and co-operation as the Company may require and shall take and permit to be taken all steps for the enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company

ARBITRATION

All differences arising out of the policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed by each of the parties in writing or in the case of disagreement of an umpire appointed by the arbitrators in writing before entering upon the reference. The costs of the reference and the award shall be in the discretion of the arbitrator arbitrators or umpire making the award whose award shall be a condition precedent to any liability of the Company or any right of action against the Company in respect of any claim. If the Company shall disclaim liability to the Insured for any claim and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

The term claim shall include any demand upon the Company by reason of this Policy.

ABANDONMENT

The Policyholder shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not