



**HSB** Engineering Insurance Limited

## **HIRED PLANT INSURANCE SPECIFICATION HIP**

### **COVER**

The Company will indemnify The Insured in respect of plant hired in by them as described in The Schedule(s) against their legal liability under the terms of the hiring agreement to pay

- (a) for physical loss of or damage to the plant
- (b) continuing hiring charges for the plant following loss or damage insured under (a)

whilst the plant is at any Situation stated in The Schedule and whilst in transit (other than by sea or air) from one Situation to another

Where legal proceedings have been initiated with respect to an indemnifiable incident under this Specification The Company will with its written consent pay all legal expenses for which The Insured may be liable

Subject otherwise to the terms Conditions and Exclusions of this Policy

### **ADDITIONAL COVER**

The Cover provided by this Specification extends to include

#### **Immobilised Property**

1. Costs necessarily incurred in the recovery of unintentionally immobilised plant or equipment (other than plant or equipment working underground or underwater) provided that recovery is not necessitated by or in consequence of
  - (a) its own electrical or mechanical breakdown derangement failure or explosion
  - (b) failure to maintain Insured Property in accordance with manufacturers recommendationssubject to a limit of
  - (i) £25,000 in respect of any loss or series of losses arising from a single occurrence or
  - (ii) The sum which would have been payable had the costs not been incurred

Provided that The Company shall not be liable for loss or damage caused by the process of recovery

### **SPECIAL CONDITIONS**

#### **Premium Adjustment Clause**

1. The premium applicable to this Specification is a deposit and subject to adjustment

The Insured shall provide declarations on the basis agreed

The earned premium shall be calculated and any difference between it and the deposit shall be payable to or refunded by The Company

Subject to the Minimum Retained Premium shown in The Schedule or 50% of the deposit whichever is the greater

#### **Hiring Conditions**

2. The insurance provided by this Specification will indemnify The Insured to the extent required by
  - (a) the Model Conditions for the Hiring of Plant recommended by the Construction Plant-hire Association or the Scottish Plant Owners Association or conditions not more onerousor
  - (b) specific conditions agreed by The Company in writing and endorsed hereon

In the event of a loss involving hire conditions more onerous than those covered by this Specification the indemnity provided will be limited to liability under (a) or (b) above as applicable



## HSB Engineering Insurance Limited

### Re-Hired Plant

- Plant hired in for re-hire must be hired out under conditions no less onerous than those of the original hire

### Multiple Lifting Operations

- For the insurance provided under this Specification to be operative during any operation in which a load is shared between any items of lifting plant or lifting equipment (whether insured under this Specification or not) the lifting operation must be conducted in accordance with BS7121

### Losses From Vehicles Limitation

- The liability of The Company in respect of losses of machine attachments power tools hand tools and manually powered implements from vehicles shall not exceed £5,000 in aggregate across all Specifications of this Policy prior to the application of the **Excess** in respect of any one loss or series of losses arising from one event involving theft or malicious damage

### Application of Excess

- In the event of a single occurrence giving rise to a claim under this Specification and Specification ADI then only one **Excess** being the greater of the applicable excesses shall apply

### SPECIAL EXCLUSIONS

The Company shall not be liable for

#### Hire Purchase or Free Loan

- Physical loss of or damage to any property on free loan or hire purchase to The Insured

#### Excluded Parts

- Loss of or damage to
  - brickwork masonry foundations and supporting structures
  - tyres tools cutting edges moulds dies patterns non-metallic linings glass pulverising and crushing surfaces flexible pipes trailing cables drive belts or parts requiring periodic renewal unless arising from a malicious act or forming part of other insured loss or damage for which liability has been accepted by The Company under this Specification
  - safety or protective devices due to their functioning

#### Consequential Loss

- Loss of use of Insured Property or consequential loss of any kind unless specifically provided for elsewhere within this Policy

#### Road Vehicles

- Loss of or damage to
  - licensed cars lorries vans trucks or other road vehicles which are used in circumstances requiring insurance under any road traffic legislation other than
    - contractors plant used solely as a tool of trade
    - as specifically provided for elsewhere within this Policy
  - Quad bikes or motorcycles

#### Unexplained Losses

- Unaccountable losses or losses discovered on the occasion of checks or inventories unless The Insured can produce reasonable proof that such losses are as a result of an identifiable incident

#### Loss Or Damage Underground Or Underwater

- Loss or damage nor abandonment or recovery costs in respect of any item of Insured Property underground or underwater