



HSB Engineering Insurance Limited

ACCIDENTAL DAMAGE INSURANCE SPECIFICATION ADI

COVER

The Company will indemnify The Insured against physical loss of or damage to Insured Property described in The Schedule(s) whilst at any Situation specified in The Schedule(s) and whilst in transit (other than by sea or air) from one Situation to another

Subject 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 and The Insured shall provide declarations on the basis agreed
The earned premium will be calculated and
 - (i) where premiums are adjusted on values of property fifty percent of any difference between the earned premium and the deposit shall be payable to or refunded by The Company
 - (ii) where premiums are adjusted on fees receivable or turnover the difference between the earned premium and the deposit will be payable to or refunded by The Company

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

Hiring Conditions

2. Whenever the Insured Property is let out on hire the hire shall be subject to
 - (a) Written conditions which make the hirer responsible for loss or damageor
 - (b) specific conditions agreed by The Company in writing and endorsed hereon

Multiple Lifting Operations

3. 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



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Losses From Vehicles Limitation

4. 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

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

Basis of Settlement

6. In respect of Insured Property less than one year old at the time of a loss the basis upon which the amount payable for loss of or damage to the Insured Property shall be
 - a) Where Insured Property is lost or damaged to the extent that repair is uneconomic or impractical its replacement by new property of equal performance or capacity or if impossible its replacement by property having the nearest higher performance or capacity to the Insured Property lost or damaged
 - b) Where the Insured Property is damaged the repair of the damage and the restoration of the damaged portion of the Insured Property to a condition substantially the same as but not better or more extensive than its condition when new

Provided that

- (i) The liability of The Company for loss or damage shall not exceed the Sum Insured or Limit of Indemnity stated in The Schedule
- (ii) Repair or replacement must be commenced and carried out expeditiously and in any event completed within six months after the loss or damage or within any further time as The Company may allow
- (iii) No payment beyond the amount which would have been payable if this **Basis of Settlement** had not been incorporated shall be made until the cost of repair or replacement has been incurred
- (iv) No payment beyond the amount which would have been payable if this **Basis of Settlement** had not been incorporated shall be made if at the time of any loss or damage to the Insured Property it shall be covered by any other insurance held by or on behalf of The Insured which differs in basis of settlement from this insurance
- (v) Where any Insured Property has an individual Sum Insured set against it in The Schedule it is separately subject to the following condition

If at the time of **repair or replacement** the sum representing eighty five percent of the cost which would have been incurred in **repair or replacement** in the event there had been a total loss exceeds the Sum Insured at the time of any loss or damage The Insured shall be considered his own insurer for the difference and bear a rateable proportion of the loss or damage accordingly

- (vi) Where by reason of the above provisions no payment is made beyond the amount which would have been payable if this **Basis of Settlement** had not been incorporated the rights and liability of The Company and The Insured in respect of loss or damage shall be subject to the terms Conditions and Exclusions of this Policy as if this condition had not been incorporated

SPECIAL EXCLUSIONS

The Company shall not be liable for

Breakdown

1. Loss or damage to any Insured Property caused by or arising from its own electrical or mechanical breakdown failure derangement or explosion

Consequential Loss

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



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Excluded Parts

3. Loss of or damage to
 - (a) brickwork masonry foundations and supporting structures
 - (b) 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
 - (c) underground or buried piping
 - (d) safety or protective devices due to their functioning

Road Vehicles

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

Unexplained Losses

5. 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

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