

Combined policy and contract document

HSB Machinery and Technology Combined (e-trade)

Equipment damage and breakdown including
inspection services



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Introduction

HSB Machinery and Technology Combined

Thank you for buying this combined Machinery and Technology Insurance policy and Inspection Services contract from us. We are pleased that you have chosen us, and we will work hard to make sure that you are happy with the cover and services you receive.

This document is made of two separate parts:

- the Machinery and Technology insurance; and
- the **inspection services** contract;

each of these parts should be considered individually.

Throughout this document:

- for the purposes of the insurance contract, 'we' means HSB Engineering Insurance Limited (HSBEIL); and
- for the purposes of the **inspection services** contract, 'we' means HSB Engineering Insurance Services Limited (HSBEISL).

If you need any further help or have any questions, please contact the person who arranged this contract for you, or contact us. You can find the contact details for our local office on our website at www.hsbeil.com.

Part A - Machinery and Technology insurance

Your insurance contract with us

The policy is a legal contract between:

- you, the person or organisation shown in the schedule as 'The insured'; and
- us (HSB Engineering Insurance Limited (HSBEIL)).

The policy is made up of this document, the schedule setting out details of your cover, and any endorsements shown in the schedule. These make up the entire insurance contract between you and us and must be read together. Please keep them all safely together.

We used the information you gave us in your proposal, and any further information you have provided, as confirmed in our quotation and statement of fact document, to decide whether to insure you. If any of that information was not accurate or was incomplete, this could affect the validity of your policy, the scope of cover available, the terms applicable to your policy or the amount paid out on a claim under the policy (see 'Your responsibility to provide us with correct information under 'Important information').

If you pay the premium shown in the schedule, and keep to the terms and conditions of the policy, you will be covered under the insurance sections of this document shown in the schedule for the **period of insurance**.

This policy has been issued by HSB Engineering Insurance Limited

Important information

Headings and interpretation

Throughout this insurance policy:

- words or phrases which appear in bold have the meanings shown in the 'Insurance definitions' section;
- headings are only to help you find the information you need, they do not form part of the policy wording;
- words which appear in the singular include the plural and vice versa;
- words which appear in the present tense include the past tense and vice versa; and
- any words after the terms 'including', 'include', 'in particular', 'for example' or any similar expressions are examples and will not limit the meaning of the words.

Your policy

This document, together with the schedule and any endorsements shown in the schedule, contains the information you need to know about your insurance. This document contains important information such as the terms and conditions of your insurance and how to contact us. The schedule and endorsements show:

- the **sum insured** or limit of cover; and
- the premium.

Please keep the schedule with this document. We will send you a new schedule whenever there is a change to your insurance. We will also send you renewal documents each year before the renewal date shown, so you can check that the cover still meets your needs.

Your policy provides cover against specified events. Read this policy carefully to make sure that it meets your needs and you understand what is and is not covered. If there is anything you need to change or do not understand, contact the person who arranged this insurance for you, or you can contact us. You can find the contact details for your local HSBEIL office on our website at www.hsbeil.com.

Your responsibility to provide us with correct information

You, or anyone acting for you, must answer all the questions we may ask in respect of:

- your proposal of the risk to be insured; and/or
- information you voluntarily provide;

both honestly and with reasonable care.

You should therefore, take care to check that the responses provided in the statement of fact prior to its submission to us is complete, accurate and not misleading in any way.

You must do so not only when you first buy your policy, but also at each renewal and/or if you ask us to make a mid-term change to your policy during the **period of insurance**.

If you do not answer the questions detailed in the statement of fact correctly, or you provide incorrect or misleading information in support of your proposal, this may affect the validity of your policy or the terms on which cover is provided as follows:

- Where there has been a misrepresentation by you prior to entering into the policy and the misrepresentation is deemed to be fraudulent, we will treat your policy as if it never existed, refuse all claims and keep any premium you have paid. If your misrepresentation occurs during a change to your policy we will terminate your policy from the date of that change, refuse subsequent claims and keep any premium you have paid.
- Where there has been a misrepresentation by you prior to entering into the policy and the misrepresentation is deemed to be negligent (but not fraudulent) we will treat your policy in the way we would have done had we been aware of the full facts as follows:
 - Where we would not have entered into the policy on any terms had you provided us with the correct information, we may treat your policy as if it never existed, refuse all claims and return any premium you have paid. If your misrepresentation occurs during a change to your policy we may cancel your policy from the date of that change, refuse subsequent claims and return any extra premium you have paid.
 - Where we would have issued or changed your policy on different terms (other than those relating to premium) had you provided us with the correct information, we may alter the terms of your policy to those we would have imposed (other than those relating to premium). If we would have charged a higher premium, we may reduce the amount paid or payable on any claim in proportion to the amount of any additional premium that we would have charged.
- Where there has been a misrepresentation by you and the misrepresentation is deemed to be innocent, we will not cancel your policy.

Your rights to cancel your policy

Cooling-off period

You have 14 working days to make sure that you are happy with the cover provided. You can cancel the policy by telling the person who arranged this insurance for you or by telling us in writing and returning the schedule. This 14-working day period, known as the 'cooling-off period', starts on:

- the day you receive your policy; or
 - the date the **period of insurance** starts;
- whichever is later.

If you do cancel the policy within the cooling-off period we will treat your policy as if it never existed and refund all the premium you have paid.

This does not alter your rights under the European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485 of 2015) or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (S.I. No. 853 of 2004), where applicable.

Important information

After the cooling-off period

You can cancel your policy at any time during the **period of insurance** by telling the person who arranged this insurance for you, or by telling us in writing, and returning the schedule. If you have made a claim, you will not get a refund. If you have not made a claim, when we receive your notice and schedule, we will cancel the policy and send you a refund. That refund will be a percentage of the year's premium, based on the number of days left in the **period of insurance**. If the amount of premium you have actually paid does not cover the period you have been insured for, you must pay us the difference.

Our rights to cancel your policy

We may cancel your policy if you do not keep to:

- general condition 3 – 'Caring for your insured property';
- general condition 11 – 'Paying the premium'; or
- general condition 13 – 'Right to survey and request risk improvements'

If we cancel your policy because you have not kept to the general conditions listed above, we will send at least 14 days' written notice to the last known address we have for you. We will provide the reason for cancellation and refund a percentage of the premium based on the number of days left in the **period of insurance**. There will be no cancellation fee however you must pay us any amount you still owe for the period during which you have been insured.

Other important terms that may affect your cover

You must meet the requirements contained in any **condition precedent** set out in the policy. If you do not keep to these requirements our liability under the policy will be suspended from the time of the breach until the time when the breach is remedied. During this period, known as the 'period of suspension' you will not be able to bring a claim under the policy and we will not be legally liable to pay that claim.

Our regulators

HSB Engineering Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, and is authorised and regulated by the Central Bank of Ireland as a third country branch in the Republic of Ireland.

The websites of the Financial Conduct Authority and the Central Bank of Ireland include a register of all regulated firms.

You can contact the Financial Conduct Authority at:

Financial Conduct Authority
12 Endeavour Square
London E20 1JN
Telephone: +44 (0) 207 066 1000
Website: www.fca.org.uk

You can contact the Central Bank of Ireland at:

Central Bank of Ireland
New Wapping Street
North Wall Quay
Dublin 1
D01 F7X3
Telephone: +353 1 224 6000
Website: www.centralbank.ie

What happens if we cannot meet our liabilities

If we cannot pay you what we owe, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS) in the UK.

You can get more information about the scheme by contacting the FSCS at:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean GL17 1DY
Telephone: +44 (0) 207 741 4100
Website: www.fscs.org.uk

Insurance compensation fund

If we cannot pay you what we owe, you may be entitled to compensation from the Insurance Compensation Fund in Ireland.

You can get more information about the scheme by contacting the Insurance Compensation Fund at www.centralbank.ie.

How we use your information

We are the controller of any personal information (for example, names, addresses, telephone numbers, job titles or dates of birth) you provide to us, or which is processed in connection with your policy. We collect and process information about you that we consider to be necessary in order to make decisions about the cover we provide to you, any claims you make, or to detect and prevent fraud. We also may record incoming and outgoing telephone calls with you for training, monitoring and quality control purposes.

We may share your information with, and obtain information about you from, companies within the Munich Re Group, other insurers, brokers, loss adjusters, credit reference agencies, fraud prevention agencies or other third parties who provide services on our behalf.

For further details on how your information is used and your rights in relation to your information, please see our Privacy Statement at www.hsbeil.com.

The laws and jurisdiction that apply to your policy

Unless otherwise agreed in writing between you and us the laws of Ireland will apply and the Courts of Ireland will have exclusive jurisdiction in any dispute arising under the policy.

Unless you and we agree otherwise in writing, all communications relating to the policy will be in English.

Contacting us

Making a claim

When you make a claim, it is very important that you meet all of the requirements of the policy, particularly claim condition 1 – 'Reporting a claim'. You must notify us within the time frames set out in the **condition precedent** otherwise we may be entitled to refuse liability for the claim under the policy.

If you do not keep to the other conditions in the policy we may not pay part or all of your claim.

You must report your claim to either the person who arranged this insurance for you or to us at:

Claims Department
HSB Engineering Insurance Limited
28 Windsor Place
Lower Pembroke Street
Dublin 2

Telephone: +1 800 812 363* (Calls to this number are free from a landline or mobile when dialling from the Republic of Ireland)

Email: new.loss@hsbeil.com

Making a complaint

We are committed to providing the highest standards of customer service and treating our customers fairly. If you have a complaint, contact the person who arranged this insurance for you or contact us at:

Regional Manager
HSB Engineering Insurance Limited
28 Windsor Place
Lower Pembroke Street
Dublin 2

Telephone: +1 800 200 137* (Calls to this number are free from a landline or mobile when dialling from the Republic of Ireland)

Email: complaintsroi@hsbeil.com

When we receive your complaint we will:

- confirm this within five business days;
- pass it to our complaints team to be reviewed; and
- do our best to deal with your complaint within 40 business days. If we cannot, we will write to you and let you know when we will be able to give you a final response.

If we cannot resolve your complaint within 40 business days, or you are not happy with our final response, you may be able to complain to the Financial Services and Pensions Ombudsman (FSPO) in Ireland.

You can contact the FSPO at:

The Financial Services and Pensions Ombudsman
3rd Floor
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Telephone: +353 1 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

The FSPO's service is available to policyholders who are consumers, which means a person or group of persons, but not an incorporated body with an annual turnover in excess of EUR 3 million in the previous financial year; or incorporated bodies having an annual turnover of EUR 3 million or less in the previous financial year. You can get more information from the FSPO.

If you make a complaint to the FSPO, this will not affect your right to take legal action against us.

Making any other enquiry

If you have any questions about the policy or your cover, contact the person who arranged the insurance or contact us.

You can find the contact details for your local HSBEIL office on the website at www.hsbeil.com.

Insurance definitions

Where the words below are printed in bold in this insurance section of the document or the schedule, they have the meanings shown here.

Act of terrorism

An act committed by, or threat made by, any person or group (whether acting alone or in connection with any organisation or government) for political, religious, ideological or similar purposes, including to influence any government or frighten the public.

Breakdown

This means:

- the actual breaking, failure, distortion or burning out of any part of an item of machinery or equipment whilst in ordinary use which results from a **defect** and causes the item to suddenly stop, or not restart and require repair or replacement before it can resume normal work;
- **electronic derangement**;
- error or omission of the operator during ordinary operation of an item of machinery or equipment other than through the failure to maintain, causing it to suddenly stop, or not restart and require repair or replacement before it can resume normal work;
- joint leakage, failure of welds, cracking, fracturing or overheating of boilers, economisers, superheaters, pressure vessels or any range of associated steam piping, causing the item to suddenly stop, or not restart and require repair or replacement before it can resume normal work;
- fracturing of any part of an item of machinery or equipment by frost which prevents the item from working; or
- the complete severance of a rope.

Business

Your business activities as specified in the 'Business description' shown in the schedule.

Collapse

The sudden distortion of any part of an item of machinery or equipment caused by crushing, stress by a force of internal steam or other fluid pressure (other than pressure of chemical action or ignition of the contents) which causes physical damage.

Condition precedent

An important legal term which sets out a step or action you must take. If you do not keep to or meet the requirements set out in a **condition precedent**, this will suspend our liability under the policy from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). We will have no liability to you for any loss which occurs, or which is attributable to something happening, during the period when our liability is suspended (the 'period of suspension') and we will not be legally liable to pay a claim under the policy.

However, we will not rely on a breach of **condition precedent** to decline liability for a claim if you can prove that the failure to keep to the relevant term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Cyber event

A hostile, malicious, illegal or transgressive act committed through electronic systems or a failure of electronic equipment to correctly recognise, process or store any data.

Damage

Breakdown, physical damage, destruction, **collapse** or **explosion** unless specifically excluded by us.

Defect

A flaw, imperfection, disorder or characteristic of any part of an item of machinery or equipment which prevents or may prevent it working in the way it was intended.

Electronic derangement

Malfunction of the computer equipment or electronic circuitry which controls or operates an item of machinery or equipment and which:

- is not accompanied by visible damage; and
- requires repair or replacement of that computer equipment or electronic circuitry in order to restore the item to normal working.

This does not include the:

- rebooting, reloading or updating of software or programs;
- the item of machinery or equipment being incompatible with any software or equipment installed, introduced or networked within the previous 30 days;
- the item of machinery or equipment not being sufficient in terms of size, specification or capacity; or
- malfunction resulting from causes excluded under general exclusion 1 - 'Cyber events'.

Excess

The 'Excess' shown in the schedule, which is the amount of your claim that we will not pay.

Explosion

Sudden tearing of an item of machinery or equipment caused by a force of internal steam or other fluid pressure (other than pressure of chemical action or ignition of the contents) together with the forced release of its contents which causes physical damage.

Hazardous substance

Any substance, other than ammonia, that has been declared to be hazardous to health or the environment by a governmental authority.

Infectious agent

Any transmissible bacterium, microorganism, virus or other pathogen that induces or is capable of inducing an infectious disease.

Insurance definitions

Insured property

Any fixed items of machinery or equipment you own, lease or hire, including:

- landing gates;
- any purpose-built lifting and handling machinery or equipment permanently fitted to a road vehicle;
- mobile cranes, forklift trucks and similar items of lifting equipment; and
- computer or electronic data processing equipment which is linked and dedicated to the control of any machine, equipment or production or treatment process.

It does not include:

- **temporary plant**;
- supporting structures, lift enclosures, rail tracks, anchorage bolts or fixing appliances, brickwork, masonry, foundations or chimneys;
- road vehicles other than purpose-built lifting equipment;
- prototype and experimental machinery and equipment;
- any other computer or data processing equipment;
- office equipment;
- vending machines; or
- trade stock and products of your **business**.

Cover is provided for the items of **insured property**:

- shown in the schedule; and
- newly acquired property of the same type and function as the **insured property** following successful completion of testing and commissioning, as long as:
 - you tell us (including HSBEISL where applicable) about the new property before the end of the **period of insurance** and pay any extra premium we ask for; and
 - the newly acquired property is, as far as you know, free from **defects**.

Location

Any location shown in the schedule being where the insured property is normally situated.

Market value

The estimated amount that part or all of the **insured property** would sell for under normal market conditions, after allowance for fair wear and tear, had the sale taken place immediately before the **damage**.

Occurrence

One event or a series of events arising out of, or in connection with, the same cause, source or event.

Pandemic

A widespread outbreak of a human infectious disease, into at least three countries on two different continents.

Pandemic impact

Any of the following if they are caused by, result from, arise out of or related to a **pandemic**:

- sickness, disability or death;
- civil or military actions or orders, including confiscation; curfews; evictions; quarantines; restricted access to buildings or other property and restricted travel;
- strikes, riots or civil commotion;
- actions taken or refused to be taken by individuals or businesses;
- any other actions, advice or restrictions put in place by either the Government or competent, local, civil or military authority in order to hinder, defend against or respond to any **infectious agent** or **pandemic** or fear or threat of an **infectious agent** or **pandemic**.

Period of insurance

The period of time, as shown in the schedule, during which you are covered by the policy, unless it is cancelled or treated as though it never existed (see 'Your responsibility to provide us with a fair presentation of the risk' on page 5).

Pollution

Contamination of the air, water, land or property.

Sum insured

The amount shown in the schedule for which you are insured for each **occurrence**.

Temporary plant

Machinery or equipment of a similar type and capacity to the **insured property** hired in by you:

- as a temporary replacement for your owned or leased **insured property** which is undergoing repair, service or maintenance; or
- as a temporary additional item for a period of up to seven days.

Territorial limits

The **territorial limits** shown in the schedule within which the **location** is situated.

Total insured value

The amount, shown in the schedule, which you have told us represents the value of all **insured property**.

Transit

The loading, unloading and movement of the **insured property** other than by airborne or waterborne craft except by roll-on roll-off ferry.

Equipment damage and breakdown

As well as the claim conditions, general conditions and general exclusions, the following terms and conditions apply.

What we will pay for

1. Damage to insured property

We will pay you for **damage to insured property**, during the **period of insurance**, while it is:

- at a **location**; or
- temporarily removed from a **location** and being operated under your control anywhere within the **territorial limits**.

We will also pay for **damage** to the **insured property**:

- during **transit**; or
- whilst temporarily removed from any **location**;

as long as the **insured property** remains under your control and it is being removed for the purpose of repair, replacement, restoration, service or modification anywhere within the **territorial limits** or member states of the European Union. This includes **damage** caused by the perils listed in general exclusion 6 - 'Excluded perils'.

2. European Union and local authorities legislation

If we accept a claim for **damage to insured property**, we will pay the reinstatement cost necessary to keep to any building law or regulation, or any requirement of the European Union, act of parliament or local authority, that applies to the **damaged insured property** or its replacement.

We will not pay for:

- any cost relating to undamaged property or any undamaged **insured property**;
- any tax, charge or assessment which arises out of capital appreciation (that is, any increase in the value of the **insured property**); or
- the cost of keeping to any notice issued before the **damage** happened.

3. Non-compatible parts

We will also pay the reasonable cost of replacing undamaged parts of the **insured property** if they are not compatible with the replacement parts used to repair **damage** to the **insured property**.

How much we will pay

Partial loss

If the **insured property** is partially **damaged**, we will pay the reasonable cost of repairing or restoring the **damaged** part to a condition similar to the condition it was in when new. We will not pay more than the amount we would have to pay for a total loss (see below).

For **damage** to conveyor belts and heat-resistant materials which form a component part of the **insured property** and have a limited working life, we will pay up to the **market value** of the part at the time of the **damage**.

If we replace undamaged parts with new compatible parts, we will not pay more than it would have cost to replace the undamaged parts if it was only those undamaged parts that had suffered **damage**.

Total loss

If the **insured property** is **damaged** beyond economical repair (that is, if the cost of repairs is higher than the cost of replacing the **insured property**) we will pay the reasonable cost of a new replacement that is equal in specification and performance to, but not better than, the **damaged insured property**.

If at the time of **damage**, items which are the same as the **insured property** are no longer produced by the manufacturer, we will pay the reasonable cost of replacing the **insured property** with its nearest equivalent.

Maximum we will pay

For all **damage** arising from each **occurrence** we will pay up to the **sum insured**, regardless of the number of people or organisations insured by the policy.

In respect of the replacement of undamaged non-compatible parts the most we will pay will be EUR 50,000 and this is a sub-limit within the **sum insured** shown in the schedule.

Any 'Extra cover limits' will be on top of the **sum insured** shown against section 1 in the schedule.

Equipment damage and breakdown

Extra cover

We will not pay more than the limits shown below for each **occurrence**.

1. Claims preparation cost and accountants' fees

We will pay the reasonable cost of you providing us with the information we need to work out the amount we should pay, as a result of:

- extra staffing costs;
- extra fees charged by your usual auditors or accountants; or
- any goods used to provide the information we need.

The most we will pay for each **occurrence** will be EUR 75,000.

2. Contamination

If we accept a claim for **damage to insured property**, we will pay the cost of repairing, replacing, disposing of or cleaning up:

- **insured property** that is contaminated or polluted; and
- other property **damaged** by a **hazardous substance**;

as a result of that **damage**.

The most we will pay for each **occurrence** will be EUR 100,000.

3. Debris removal, dismantling and demolition

If we accept a claim for **damage to insured property**, we will also pay the cost of dismantling, demolishing and removing **damaged insured property** and for any required protection of the **insured property**. The most we will be for each **occurrence** will be EUR 50,000.

4. Emergency services

If we accept a claim for **damage to insured property**, we will pay any charge you have to pay the emergency services as a result of that **damage**. The most we will pay for each **occurrence** will be EUR 10,000.

5. Energy efficiency improvements

If we accept a claim for **damage to insured property**, we will pay the reasonable additional cost, as agreed by us in writing, to replace the **damaged insured property** with similar equipment that is better for the environment, safer and more efficient than the **insured property** being replaced. The most we will pay for each **occurrence** is 25% of the new replacement cost.

6. Hire charges for substitute equipment

If we accept a claim for **damage to insured property**, we will pay the cost of hiring substitute equipment of a similar type and capacity while the **damaged insured property** is being repaired, or until the **damaged insured property** is permanently replaced. The most we will pay for each **occurrence** will be EUR 25,000.

7. Investigation cost

If we accept a claim for **damage to insured property** and we agree in writing, we will pay the cost of investigating possible repair, replacement or restoration. The most we will pay for each **occurrence** will be EUR 50,000.

8. Loss prevention measures

We will pay the reasonable cost of preventing or minimising actual or expected **damage to insured property** covered by the policy, as long as:

- **damage** would be expected if the measures were not taken;
- we are satisfied that the **damage** has been prevented or minimised by these measures;
- the cost is limited to the cost of **damage** which would have been caused; and
- the expected **damage** arises from a cause that could not be foreseen.

We will only pay this cost if the expected **damage** does not arise from any **defect** in the **insured property** (see general condition 7 - 'Discovering a defect').

The full terms and conditions of the policy apply as if **damage** had arisen. The most we will pay for each **occurrence** will be EUR 50,000.

9. Movement of insured property

We will pay for **damage to insured property** during its movement from one position to another within the **location**. The most we will pay for each **occurrence** will be EUR 50,000.

10. Own surrounding property

We will pay for **damage** to property you own, lease or hire, or for which you are responsible:

- directly resulting from **damage** to the **insured property**;
- caused by impact through the normal operation of lifting and handling by **insured property**;
- caused by the spontaneous fragmenting of the **insured property**; or
- if that **damage** is caused by leakage or lack of steam following an **explosion**.

However, under this extra cover we will not pay for **damage**:

- to the property being handled by, conveyed by, processed by or contained in the **insured property** (unless the **damage** results from an **explosion**); or
- caused by leakage or lack of:
 - heat;
 - steam (other than following explosion);
 - cooling;
 - light; or
 - power.

The most we will pay for each **occurrence** will be EUR 2,000,000.

11. Reinstatement of data

If we accept a claim for **damage** to computer equipment that controls or operates an item of **insured property**, we will also pay the reasonable cost of reinstating lost data but only in relation to that item of **insured property**. The most we will pay for each **occurrence** will be EUR 25,000.

Equipment damage and breakdown

12. Temporary and fast tracked repair

If we accept a claim for **damage** to **insured property**, we will pay the reasonable cost of making temporary repairs and fast-tracking a permanent repair, replacement or restoration. The most we will pay for each **occurrence** will be EUR 50,000.

13. Temporary plant

If you have **temporary plant** that suffers **damage** (including **damage** caused by the perils listed in general exclusion 6 - 'Excluded perils' while it is at a **location** or in **transit** within the **territorial limits**, we will pay the amount you are legally liable to pay under any hiring agreement for:

- that **damage** to **temporary plant**;
- continuing hire charges for **temporary plant**; and
- your reasonable legal costs which you are required to pay, but only if we agree in writing. However, we will not pay any costs awarded against you.

The most we will pay for each **occurrence** will be EUR 50,000.

Claim conditions

You must comply with the following conditions whenever you need to make a claim under the policy. If you do not meet these conditions, we may refuse to pay part or all of your claim.

1. Reporting a claim

It is a **condition precedent** of your policy that as soon as you know about any incident or circumstance that may result in a claim you must tell the person who arranged your policy (or us), providing full details, as soon after the incident or circumstance as possible. In the event that we suffer any prejudice by any delay in notification, we will be entitled to refuse liability for the claim.

2. Claims co-operation

It is a **condition precedent** of your policy that as soon as you know about any incident or circumstance that may result in a claim you must also:

- take all reasonable steps and precautions to prevent further **damage to insured property** or other loss covered by your policy;
- immediately tell An Garda Síochána about any **damage to insured property** or other loss relating to crime and get a crime reference number;
- keep any **damaged insured property** and other evidence and allow us to inspect it; and
- give us details of any other insurances you may have which may cover **damage to insured property** or other loss insured by this policy.

In addition, for any incident or circumstance that may result in a claim it is a **condition precedent** that you must:

- immediately send us every letter, writ, summons or other document you receive in connection with the claim;
- co-operate with us fully and provide in a timely manner all the information and assistance we may require to investigate your claim; and
- not admit responsibility or liability, or agree to pay any money on our behalf without our written permission.

3. Fraudulent claims

If you make a claim that you know is in any way false or exaggerated, or if any claim contains information that is false or misleading in any material respect, or if any **damage** is caused by a wilful act by you or you are knowingly involved, or knowingly abetted or colluded in the fraudulent act of another person, or consented to the fraudulent act of another person, then we shall be entitled to:

- not pay the claim;
- recover from you any sums previously paid by us in respect of the claim;
- treat this policy as being terminated with effect from the date of the fraudulent act; and
- cancel any other policies you have with us.

We may also report the matter to An Garda Síochána and notify any other relevant organisations of the circumstances.

If the policy is treated as having been terminated on grounds of fraud, we shall:

- be entitled to refuse all liability under the policy in respect of any losses occurring after the time of the fraudulent act; and
- not be liable to refund any premiums paid under the policy.

However these remedies will not be available against any other party insured under the policy that was not implicated in the fraudulent act.

4. Enforcing your rights

We may, at our expense, take all necessary steps permitted by law to enforce your rights against any third party. We can do this before or after we pay a claim. You must not do anything before or after we pay your claim to affect our rights and you must give us any help and information we ask for.

You must take reasonable steps to make sure that you protect your rights to recover amounts from third parties.

5. Controlling a defence

We can, but do not have to, take control of investigating, settling or defending any claim made against you. If necessary, we will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. We may appoint your solicitor, but only on a fee basis similar to that of our own solicitor, and only for work done with our written permission. We would take this action in your name. We will only defend claims if we think there is a reasonable chance of being successful, and after taking the costs of the defence into account.

6. Other insurance

If there is any other insurance policy covering your claim either wholly or in part we will not pay for **damage to insured property** or any other loss covered by this policy other than in respect of any excess beyond the amount which would have been covered under the other insurance policy had this policy not been taken out.

7. Salvage and recoveries

If you have made a claim and you later recover the **insured property**, or recover money from a third party, you must tell us immediately. If we have paid the claim, you must give the **insured property** or money to us.

If we have paid a claim and we then recover your **insured property**, or recover money from a third party, we will give you any proceeds over and above the amount we paid you in connection with the claim after the deduction of any administrative and legal costs incurred in pursuing the third party for a recovery.

Any amount due from you or us must be paid as soon as reasonably possible.

General conditions

The following conditions apply to the whole policy. If you do not keep to any condition of the policy, and that condition is relevant to your claim, we may refuse to pay part or all of the claim.

1. Abandonment

You are not entitled to abandon the **insured property** whether or not we have taken possession of it.

2. Advice

We do not provide advice about the insurance products that we sell.

3. Alteration in risk

As soon as you (or anyone acting for you) become aware of any change in circumstance which may affect the policy, you must notify us of the change in writing immediately. We will decide if the change alters the nature of the risk insured and if we need to change the terms and conditions of your policy, including the premium, as a result. This applies to any material change in the subject matter of the policy which arises, whether it is before or during the **period of insurance**, including before we renew your policy.

If you do not inform us of a change in circumstance which alters the risk, this may result in a claim being declined or a reduction in any claim settlement.

Your cover will not be affected by any change in circumstance where the risk of **damage** has altered either without your knowledge or was beyond your reasonable control.

4. Caring for your insured property

You must:

- keep to any law or regulation relevant to the **insured property**
- make sure that the **insured property** is maintained, inspected and tested as recommended by the manufacturer;
- keep records of all maintenance procedures and maintenance carried out, and make them available to us when we ask for them;
- take all reasonable steps and precautions to prevent or reduce **damage to insured property**; and
- not continue to use **insured property** after **damage**, unless we have given our written permission.

If you do not keep to this condition we may be entitled to decline your claim and/or cancel your policy. (see 'Our rights to cancel your policy' on page 6).

5. Contracts (Rights of Third Parties)

Any person or company who is not named in the schedule has no right to enforce any term of the policy, unless under section 21 of the Consumer Insurance Contracts Act 2019 and/or unless allowed by the law applying to this policy.

6. Declarations and adjustment of premium

The premium paid for this insurance is provisional and has been calculated on estimates provided by you.

You must keep accurate records in relation to these estimates and make this information available to us at any reasonable time upon our request.

You must also, within reasonable time following the expiry of the **period of insurance**, supply us all relevant information to enable the correct premium to be calculated and the difference between this and the original premium to be charged or returned to you subject to any minimum retained premium shown in the schedule.

7. Discovering a defect

If you find out about a **defect** in your **insured property** which has not yet resulted in **damage** you must investigate it as soon as possible and, if necessary, correct the **defect** in all **insured property** at your own expense.

8. Maintenance contracts

Before the **period of insurance**, you must tell us if any maintenance contract on the **insured property** will end during the **period of insurance**. We may then change the terms of your policy.

9. Monies payable by us

All monies which become payable under this policy shall, in accordance with Section 93 of the Insurance Act 1936 and Regulation 310 of the European Union (Insurance and Reinsurance) Regulations 2015, be payable and paid in Ireland.

10. More than one insured

If more than one insured is named in the schedule, the first named insured will receive all notices and agree any changes to the policy and will be treated as acting for all the named insureds. We will not remove any named insured without their permission.

For any claim, the total amount we will pay will not be more than the amount stated under 'How much we will pay' regardless of the number of people or organisations insured by the policy.

11. Paying the premium

It is a **condition precedent** that you must pay the premium on or before the start of the **period of insurance** or on dates agreed by us.

If you do not pay a premium on time, we may cancel the policy (see 'Our rights to cancel your policy' on page 6).

12. Remuneration

Our employees do not receive remuneration in relation to this policy.

General conditions

13. Right to survey and request risk improvements

If we ask, it is a **condition precedent** that you must provide us with access to the **location** at an agreed date and time to carry out a risk survey.

Following the survey or in the event that full co-operation is not provided to ensure that the surveyor is given full access to the **location** in order to undertake a risk survey we reserve the right to:

- cancel the policy (with immediate effect see 'Our rights to cancel your policy' on page 6);
- alter the premium; and/or
- alter the terms and conditions of the policy.

If the premium and/or terms and conditions are altered you will have 14 days to accept or reject the alterations. If you choose to reject the alterations or we cancel your policy we will refund a percentage of the premium based on the number of days left in the **period of insurance**.

In the event that risk improvement requirements are recommended by the surveyor, we will provide you with a detailed list of these risk improvements in writing and the timescales within which they must be completed. It is a **condition precedent** to our liability under the policy that you comply with all risk improvement requirements we request following any survey. If you do not complete these risk improvement requirements within the set timescales then all cover under the policy will be suspended automatically and remain inoperative unless we otherwise agree in writing:

- to waive the risk improvement requirement and leave the premium, terms and conditions unaltered; or
- to an extension of the set timescales to have the risk improvement requirement completed.

All other terms and conditions of the policy continue unless otherwise agreed by us in writing.

14. Stamp duty

Stamp duty has been or will be paid to the Revenue Commissioners in accordance with Section 5 of the Stamp Duties Consolidation Act 1999.

15. Tax

Any claim we pay will not include value added tax (VAT), unless you cannot recover part or all of the VAT you have paid.

General exclusions

The following exclusions apply to the whole of your policy.

We will not pay for any claim caused by or resulting from the following.

1. Airborne and waterborne craft

Damage to insured property or temporary plant situated on, being loaded onto, unloaded from or moved by:

- airborne or waterborne vessels, craft or similar devices; or
- platforms or rigs;

unless otherwise covered under this section.

2. Application of tools

Damage caused by or in connection with the proper use of tools to maintain, service or repair the **insured property**.

3. Cyber events

A **cyber event** including but not limited to:

- a virus (a program, code, programming instruction or any set of instructions intended to damage, interfere with or have a negative effect on computer programs, data or operations);
- hacking (unauthorised access to any computer or other electronic equipment);
- a denial of service attack (any actions or instructions intended to damage, interfere with or affect the availability or performance of networks, network services, network connectivity or telecommunication systems);
- electronic equipment not being able to correctly recognise, process or store any data.

4. Excess

The amount shown as the 'Excess' in the schedule.

5. Excluded parts

Damage to:

- tyres caused by cuts, bursts, punctures or the application of brakes, unless arising from a malicious act; or
- bulbs, fuses, batteries, or any other consumable part of the **insured property** that requires periodic renewal, unless it forms part of other insured **damage**.

However, we will pay for **damage** to the **insured property** as a result of the causes above if we would otherwise have paid for the **damage** under your policy.

6. Excluded perils

Damage to insured property caused by:

- fire (however caused);
- lightning;
- explosion (other than explosion as defined);
- aircraft and other aerial devices or items dropped from them;
- earthquake;
- subsidence;
- flood, escape of water, storm, tempest, inundation;
- riot, civil commotion or an act of striking or locked out workers;
- escape of fire extinguisher fluid; or
- theft or attempted theft;

unless otherwise covered under this section.

7. Experiments and overload

Damage caused by intentional overloading, testing, experiment or deliberate application of any abnormal condition.

8. Guarantee, warranty or maintenance contract

The cost of repairing, putting right, replacing or restoring any **damage** if that cost can be recovered under any manufacturer's or supplier's guarantee or warranty, or any maintenance contract.

9. Improvements

Any cost of improving or overhauling **insured property** following **damage**, unless otherwise covered under extra cover 5 – 'Energy efficiency improvements'.

10. Infectious agents and pandemics

Any loss, **damage**, cost or expense caused by, either directly or indirectly, in connection with, or any action taken to hinder, defend against or respond to any **infectious agent, pandemic or pandemic impact** or the fear or threat (whether actual or perceived) of any **infectious agent, pandemic or pandemic impact**.

This exclusion applies regardless of any other cause or event that in anyway contributes concurrently or in any sequence to the loss, cost or expense, and regardless whether or not there is any declaration of an outbreak of a **pandemic** by the World Health Organisation or any authorised national or international body or legal jurisdiction.

11. Intentional acts

Any intentional act or failure by you, unless this is a measure to prevent or reduce **damage**.

12. Normal upkeep

The cost of service or maintenance of the **insured property**.

General exclusions

13. Nuclear risks

- Ionising radiation from, or contamination by, radioactivity from any nuclear fuel or nuclear waste, or from burning nuclear fuel.
- The radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor or other nuclear equipment, or any nuclear part of them.
- Any weapon or device using atomic or nuclear fission, fusion or similar reaction, or radioactive force or material.
- The radioactive, toxic, explosive or other dangerous properties of any radioactive material.
- Any chemical, biological, biochemical or electromagnetic weapon.

14. Pollution

Pollution, except as shown in extra cover 2 – 'Contamination'.

15. Property being confiscated

Your property being confiscated or **damaged** by, or under the order of, any government, public authority or local authority.

16. Sanction limitation

Where doing so would expose us to any sanction, prohibition or restriction under any United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

17. Setting up risk

Damage to insured property while it is being installed, erected, tested, commissioned, dismantled, transported or removed, other than:

- when the **insured property** is being transported or removed under its own power while it is at a **location**;
- **damage** covered under extra cover 9 – 'Movement of insured property'; or
- **damage** caused while the **insured property** is temporarily removed from any **location** to be repaired, replaced, restored, serviced or modified.

18. Solidification

Damage to insured property caused by solidification unless that **damage** results from **damage** to the **insured property**.

19. Terrorism

- Any **act of terrorism**, regardless of any other cause or event contributing to the **damage**, **deterioration** or **financial loss**.
- Civil commotion in Northern Ireland.
- Any action taken to control, prevent, suppress or in any way deal with any **act of terrorism**.

20. Unexplained events

Damage which is discovered when carrying out checks or inventories and cannot be accounted for.

21. War

War, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or uprising.

This general exclusion does not apply to any **damage** resulting from, or caused by, weapons of war which were not discovered before the start of the **period of insurance**, as long as there is no war in the country where the **insured property** is during the **period of insurance**.

22. Wear and tear

Damage to insured property caused by or in connection with:

- wear and tear, gradual degradation, or rust;
- scratching or chipping of painted or polished surfaces;
- erosion or corrosion;
- reduction in performance; or
- any fault known about at the start of the **period of insurance**.

However, we will pay for **damage** to the **insured property** resulting from the causes above which we would otherwise have paid under your policy.

23. Your insolvency or bankruptcy

Any loss, **damage**, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with your insolvency or bankruptcy.

Part B - Inspection services

Your inspection services contract with us

The contract is a legal contract between:

- you, the owner or user of **plant** as shown in the schedule; and
- us (HSB Engineering Insurance Services Limited (HSBEISL)).

The contract is made up of this document and the schedule setting out details of your **inspection services**. These make up the entire contract between you and us and must be read together. Please keep them safely together.

We used the information you gave us to decide whether to provide **inspection services** to you. If any of that information was not accurate or was incomplete, this could affect your **inspection services** (see 'Your responsibility to give us correct information' under 'Important information').

If you pay the **fee** shown in the schedule, and keep to the terms and conditions of the contract, we will provide **inspection services** for the **contract period** shown in the schedule.

This contract has been issued by HSB Engineering Insurance Services Limited

Important information

Headings and interpretation

Throughout this contract:

- words or phrases which appear in bold have the meanings shown in the 'Inspection services definitions' section of this document;
- headings are only to help you find the information you need, they do not form part of the contract;
- words which appear in the singular include the plural and vice versa;
- words which appear in the present tense include the past tense and vice versa; and
- any words after the terms 'including', 'include', 'in particular', 'for example' or any similar expressions are examples and will not limit the meaning of the words.

Your contract

This document, together with the schedule, contains the information you need to know about your **inspection services**. This document contains important information such as the terms and conditions of your **inspection services** and how to contact us. The schedule shows:

- the **plant** on which the **inspection services** will be carried out;
- how often the **inspection services** will take place; and
- the **fee**.

Please keep the schedule with this document. We will send you a new schedule each year before the renewal date shown, so you can check that the contract still meets your needs.

Please read this document and the schedule carefully to make sure that it meets your needs and you understand what is and is not included. If there is anything you need to change or do not understand, contact the person who arranged this contract for you, or contact us. You can find the contact details for our local office on our website at www.hsbeil.com.

Your responsibility to give us correct information

You must do everything reasonably possible to make sure that all the information you give us is complete and accurate and kept up to date. This requirement is important, not just at the start of your contract but throughout the **contract period**, to make sure we can deliver the **inspection services** set out under this contract.

Your rights to cancel your contract

You can cancel your contract at any time during the **contract period** by writing to the person who arranged this contract for you, or us. When we receive your notice, we will cancel the contract and send you a refund. That refund will be calculated on the value of the **fee** for **inspection services** not yet provided at the date we receive your notice of cancellation. We will take from this a cancellation charge (10% of the year's **fee**). If the **fee** you have actually paid, less any cancellation charge due, does not cover the **inspection services** you have received, you must pay us the difference.

Our rights to cancel your contract

With the exception of you behaving in an illegal or immoral manner, where we reserve the right to cancel your contract with immediate effect, we may cancel your contract at any time by giving you, or the person who arranged this contract for you, 30 days' written notice. We will consider early cancellation if you:

- are in breach of this contract;
- are abusive, aggressive or otherwise inappropriate towards our staff or our representatives;
- behave illegally or immorally, for example bribing or threatening our **competent person** or other HSB staff or representatives;
- operate your business without taking proper account of health-and-safety regulations;
- repeatedly fail to put right or repeatedly ignore any defect identified in our **report**;
- repeatedly refuse to let us carry out the **inspection services**;
- fail to pay us within our **payment terms**;
- become insolvent, bankrupt or enter into an arrangement with your creditors; or
- refuse to pay any additional charges previously agreed between us.

You may be entitled to receive a refund. This will be calculated on the value of the **fee** for **inspection services** not yet provided at the date of cancellation. If the **fee** you have actually paid does not cover the **inspection services** you have received, you must pay us the difference.

Important information

How we use your information

We are the controller of any personal information you provide to us or which is processed in connection with you receiving **inspection services** from us.

We collect and process information about you that we reasonably deem necessary in order to provide you with **inspection services**. Your information is also used for business purposes such as fraud prevention and financial management.

We may share your information with, and obtain information about you from, third parties such as credit reference agencies, fraud prevention agencies or public bodies responsible for health and safety.

For further details on how your information is used and your rights in relation to your information, please see our Privacy statement at www.hsbeil.com.

How you use our information

Our employees, agents, contractors and other representatives may share their personal information with you and your employees, agents and sub-contractors as is necessary to enable us to provide you with inspection services. You are the controller of such information. Notwithstanding this, you shall process such information in accordance with all applicable data protection laws and shall:

- only process such information for the purposes of receiving **inspection services** from us;
- implement and maintain appropriate technical and organisational measures to preserve the confidentiality and integrity of the information and prevent any unlawful processing or disclosure or damage, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of the data subjects;
- not disclose any such information to any third party in any circumstances except as required or permitted by this contract;
- only transfer such information outside of the European Economic Area if appropriate steps are undertaken as required by applicable data protection laws to ensure such transfers are subject to adequate safeguarding measures;
- notify us promptly upon becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any such information; and
- ensure that only those of your employees, agents and sub-contractors who need to have access to the information are granted such access to the information and only for the purposes of receiving **inspection services** from us and that such employees, agents and sub-contractors (and those to whom personal information is provided directly by us) are informed of the confidential nature of the information, are subject to appropriate contractual obligations of confidentiality, undergo adequate training in the handling of personal information and comply with the obligations set out in this section.

The laws and jurisdiction that apply to your contract

Unless otherwise agreed in writing between you and us the laws of Ireland will apply and the Courts of Ireland will have exclusive jurisdiction in any dispute arising under the contract.

Unless you and we agree otherwise in writing, all communications relating to the contract will be in English.

Contacting us

Making a complaint

We are committed to providing the highest standards of customer service and treating our customers fairly. If you have a complaint, contact the person who arranged this contract for you or contact us at:

Regional Manager
HSB Engineering Insurance Limited
28 Windsor Place
Lower Pembroke Street
Dublin 2

Telephone: +1 800 200 137* (Calls to this number are free from a landline or mobile when dialling from the Republic of Ireland)

Email: complaintsroi@hsbeil.com

When we receive your complaint we will:

- confirm this within five business days;
- pass it to our complaints team to be reviewed; and
- do our best to deal with your complaint within four weeks. If we cannot, we will write to you and let you know when we will be able to give you a final response.

We are also accredited to ISO/IEC 17020:2012 by the United Kingdom Accreditation Services (UKAS). If you are unhappy with our response for any technical matters with our **inspection services**, you may be able to refer your complaint to UKAS at:

United Kingdom Accreditation Services
2 Pine Trees
Chertsey Lane
Staines-upon-Thames TW18 3HR
Telephone: +44 (0)1784 429 000
Website: www.ukas.com
Email: info@ukas.com

Making an enquiry

You can contact us about the **inspection services** under this contract at:

Customer Trading Hub
HSB Engineering Insurance Services Limited
Chancery Place
50 Brown Street
Manchester M2 2JT

Telephone: +44 (0) 161 817 4611 (Calls to this number are free from a landline or mobile when dialling from Ireland)

Email: client_services@hsbeil.com

Or, you can contact the person who arranged this contract for you. You can find the contact details of our local office on the website at www.hsbeil.com.

Inspection services definitions

Where the words below are printed bold in this document or the schedule, they have the meanings shown here.

Competent person

A person we employ and authorise (or a person employed by an organisation we have authorised), having the necessary experience and skill to carry out **inspection services**.

Contract period

The period of time, as shown in the schedule.

Fee

The amount as shown in the schedule you must pay for your **inspection services**.

Inspection

An assessment, usually visual in nature, of the safety-related parts of **plant**, which is not a **thorough examination**.

Inspection services

Carrying out a **thorough examination** or **inspection** at a **location** and providing a **report**.

Location

The address shown in the specified items inventory section of the schedule or as agreed by us in writing.

Normal working hours

8am to 6pm Monday to Friday (not including public, bank and local holidays).

Payment terms

We will provide an invoice to you within 30 days of the start of the **contract period** and you must pay the invoice within 30 days of us providing it to you or as otherwise agreed by us in writing.

Plant

The machinery, appliances, equipment or installations shown in the specified items inventory section of the schedule.

Report

A document, in our standard format, which we issue to you either electronically or as a hard copy, with details of the findings of the **inspection** or **thorough examination** that were carried out.

Statutory regulations

The specific regulations which apply to the **thorough examination** of **plant**, in the following statutory instruments (as amended from time to time):

- The Workplace (Health, Safety and Welfare) Regulations;
- The Control of Major Accident Hazard Regulations (COMAH);
- The Control of Substances Hazardous to Health Regulations (as amended) (COSHH);
- The Dangerous Substances and Explosive Atmospheres Regulations (DSEAR);
- The Electricity at Work Regulations (EAWR);
- The Lifting Operations and Lifting Equipment Regulations (LOLER);
- The Mines Regulations;
- The Pressure Systems Safety Regulations (PSSR);
- The Provision and Use of Work Equipment Regulations, Part IV (PUWER Part IV); or
- The Quarries Regulations.

Thorough examination

A systematic and detailed examination of the **plant** and safety-critical parts, or in the case of boiler or pressure **plant**, an examination of **plant** in accordance with a **written scheme**, carried out at set intervals by a **competent person** in accordance with one of the **statutory regulations** which applies. The **competent person** will decide what this involves using various sources such as industry and HSE guidance. The results of this examination must be communicated in the form of a **report**.

Written scheme

A document that meets the requirements of regulation 8 of PSSR, which contains information about certain items of **plant** that form a pressure system, including the parts which need to be examined and the nature and frequency of those examinations.

Provision of inspection services

We will carry out **inspection services** to the **plant** shown in the schedule, within **normal working hours**, in line with the terms and conditions of this contract, and you must pay the **fee** in line with the **payment terms**.

We will make reasonable attempts to contact you, using the information you have provided to us, to arrange an appointment to undertake the **inspection services**. If we are unable to make contact with you or you fail to prepare or make the **plant** available (at a date and time we agreed), we will notify you within our **report** and this will be deemed to have met our obligations to provide the **inspection services** on this occasion. If you then request that we make an additional visit to complete the outstanding **inspection services**, there will be an additional charge (see 'Fees, additional charges and taxes' on page 25).

If required by the applied **statutory regulations**, where defects are identified which are or could become a danger to life, the **competent person** must immediately notify you and forward a copy of the **report** to the relevant enforcing authority.

Our standard of care

We will use all reasonable skill and care in carrying out the **inspection services**.

Limits of the inspection services

Unless we agree otherwise in writing, the **inspection services** will not include:

- approving or confirming any design or design features of the **plant** are fit for purpose;
- providing witness statements;
- attendance at hearings and interviews;
- consultancy services;
- preparation or operation of the **plant**; or
- maintenance or repair of the **plant**.

To the extent that the **inspection services** include a **thorough examination** of the **plant** item, unless we agree otherwise in writing, the **thorough examination** will not include:

- carrying out or witnessing tests which are not routine (unless these are the responsibility of the **competent person** in an HSE (Health & Safety Executive) or SAFed (Safety Assessment Federation) Approved Code of Practice or Guidance;
- for boiler or pressure **plant** – ultrasonic radiographic hydrostatic or other non-destructive testing, or production of **written schemes**;
- for lifting and handling **plant** – proof load, stability, anchorage, supplementary or similar testing in accordance with industry guidance or **thorough examination** as needed when exceptional circumstances have taken place;
- for mechanical power press **plant** subject to the requirements of PUWER Part IV - the examination and testing of enclosed parts; and
- for local exhaust ventilation **plant** – the initial appraisal of the **plant** as needed under COSHH.

To the extent that the **inspection services** do not include a **thorough examination** of the **plant** item, unless we agree otherwise in writing, the **inspection** will:

- be visual in nature;
- be limited by the design of the **plant**, the extent to which you prepare the **plant** and the extent to which you make available safe access to and from the **plant**; and
- not include carrying out or witnessing tests which are not routine.

Limits of our legal responsibility

We do not make any warranty about the activities described in this contract. In addition:

- we are not legally responsible for any special, incidental, indirect, consequential or exemplary damages, including loss of profits or revenue, loss of use, loss of opportunity, loss of goodwill, cost of substitute facilities, goods or services, cost of capital, governmental and regulatory sanctions and claims of others for those damages;
- the most we will pay for all claims, losses, damages and expenses resulting in any way from this contract will be the total amount of the **fee** we have received during the **contract period**; and
- apart from causing death or personal injury by our negligence or in other circumstances where we cannot limit our legal responsibility by law, we will not pay more than EUR 10,000,000 (ten million pounds).

You will indemnify us against any claims made against us and all damages, costs and expenses we may suffer as a result of any third-party claim arising out of your failure to keep to your responsibilities under the contract.

If you or someone else makes a claim against us (for example, in relation to any actual or alleged failure to keep to **statutory regulations**, any defect in the **plant** or any damage or injury caused by the **plant**), unless we have been negligent carrying out the **inspection services**, you must agree we are not responsible for, and fully refund us for, all losses and expenses that we may suffer.

Neither this contract, or us providing the **inspection services**, replace your legal duty under relevant **statutory regulations** to have your **plant** undergo a **thorough examination** or **inspection**, nor do they relieve you of any legal responsibility you may have to anyone else as a result of any defect in the **plant**, or for any change or injury which may be caused by how the **plant** is used.

Fees, additional charges and taxes

Fees

We will calculate the **fee** for the **inspection services** on the **plant** you tell us about at the start of the **contract period** and you must pay the **fee** in line with the **payment terms**.

We will adjust the **fee**:

- to take into account any **location** or individual items of **plant** added to or deleted from the schedule during the **contract period**;
- after a visit to a **location** to take into account any differences between the **plant** you told us about when setting up this contract and that identified during our visit;
- if you ask, and we agree, to carry out the **inspection services** outside **normal working hours**;
- annually, if the **contract period** is greater than 12 months;
- to account for any changes to the **plant** or to the frequency of the **inspection services**; or
- for anything beyond our reasonable control (for example a change in **statutory regulations** or legislation) that increases our cost in providing the **inspection services**.

If we change the **fee**, we will also make an extra charge, which you must pay, to cover our reasonable administration costs.

Additional charges

As well as the adjustments to the **fee** set out above, we will charge you if:

- you receive your **report** electronically and you also then ask us to provide a hard copy **report**;
- you ask us to provide a **report** in a format that is not our standard format;
- you ask us to re-examine an item of **plant** on a more frequent basis than the contractual **inspection** frequency shown in the schedule;
- you ask us to return to carry out an **inspection** or **thorough examination** which was not completed because you had failed to prepare or make the **plant** available (at a date and time we agreed);
- you fail to prepare or make the **plant** available at the date and time agreed;
- you ask for services, on top of those forming part of the **inspection services**;
- you ask us to carry out training or a risk assessment specific to your premises or to your health, safety and welfare procedures;
- you ask for, or safety requirements dictate that, more than one **competent person** undertake an **inspection** or **thorough examination** on an individual item of **plant**;
- we are required to undertake training/familiarisation before accessing the **location**; or
- there is a delay which prevents us from commencing with the **inspection** or **thorough examination** and you then request that we make an additional visit to complete any outstanding **inspection services**.

Taxes

You must also pay value added tax (VAT) on any **fee** and any additional charges and any other similar tax or duty charge made by any government or other authority ('duty') at the appropriate rate.

General conditions

The following conditions apply to the whole **inspection services** contract.

1. After the contract ends

When the contract ends, the conditions relating to indemnity, waivers, limits of remedies and limits of legal responsibilities, including those in this section, will stay in full force.

2. Anti-bribery

Neither you nor we will be involved in offering, promising or giving any financial or other advantage to any person if this breaks any law against bribery or corruption (including the Bribery Act 2010). You and we must each have an anti-corruption and bribery policy and procedures, including adequate procedures under the Bribery Act 2010, to prevent corruption and bribery offences and enforce them if this applies.

3. Confidentiality

Neither you nor we will release to any other person (apart from what we say in 'How we use your information' and 'How you use our information' within the 'Contract terms and conditions' section) any technical, business, intellectual property or similar information relating to the business affairs of the other which are known as a result of this contract.

Neither you nor we will use the other's information for any purpose other than to carry out the responsibilities under this contract unless required to do so by law or regulation.

Nothing in this section will place an obligation of confidentiality on either you or us for information that was already in the public domain, that was rightfully in the possession of either us or you before the **contract period**.

The responsibilities under this section will come into effect at the start of the **contract period** and will continue for six years after the contract ends.

4. Contracts (Rights of Third-Parties) Act 1999

Any person or company who is not named in the schedule has no right under the Contracts (Rights of Third-Parties) Act 1999 (or any other law) to enforce any term of this contract.

5. Enforcing terms

If any term of this contract is found to be illegal or cannot be enforced, it will not affect any of the other terms of the contract.

6. Force Majeure

We will not be legally responsible for any delay, or the results of any delay, in carrying out the **inspection services** if the delay is due to any cause beyond our reasonable control. We will be entitled to a reasonable extension of time to carry out the **inspection services** under this contract.

7. Our right to subcontract

We may appoint subcontractors to support the **inspection services** but we will still be responsible for any subcontracted work.

8. Previous contracts between you and us

This contract represents the entire agreement between you and us and replaces all previous agreements, whether spoken or written.

9. Sanctions, laws and regulations

We will not provide **inspection services** under this contract, or return any **fees**, if by doing so it would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

10. The European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003

We do not have to employ any of your employees or the employees of your previous service provider in connection with this **inspection services** contract. You must indemnify us against all damages, costs and expenses we may suffer as a result of any claim (including for dismissal) or demand of any nature by any employee against us.

11. The Safety, Health and Welfare at Work Act 2005

You must:

- provide us with a safe working environment at the **location** where the **plant** is situated and a safe way of getting access to carry out the **inspection services**.

We will:

- keep to your safe systems of work, as long as you tell us about the systems in writing before we carry out any **inspection services**; and
- refuse to carry out any **inspection services** if we believe there is a health, safety or welfare risk.

12. Waiver of rights

If we or you fail to enforce any of the rights under this contract, it does not mean they cannot be enforced in the future.

Your continuing responsibilities under this contract

1. Access to the plant

You must allow us access to the **location** and **plant** specified in the schedule during **normal working hours** or as agreed in writing between us.

2. Control of the plant

You must keep full responsibility for the care, custody and control of the **plant** at all times and especially when we are providing the **inspection services**.

3. Information relating to your plant

When asked, you must give the **competent person** all information relating to the **plant** they may need to complete the **inspection services**. This includes any changes to the **plant** since the last **thorough examination** or **inspection**.

4. Preparing the plant

You must have the **plant** properly prepared, dismantled and reassembled as necessary so we can carry out the **inspection services**.

5. Safety

You must provide the **competent person** with:

- safe access to and exit from the **location**;
- a safe working environment at the **location**;
- safe access to the **plant** to carry out the **inspection services**;
and
- suitable rescue arrangements if the **competent person** is required to work at heights or other places with restricted access.

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