

PLATFORM ENGINEERING INSURANCE POLICY

In consideration of the premium specified in The Schedule and subject to the terms Conditions and Exclusions of The Policy HSB Engineering Insurance Limited ("The Company") agree to indemnify The Insured named in The Schedule (referred to herein as "The Insured") against loss or damage as specified in The Policy

The Contract will be subject to English Law and subject to the exclusive jurisdiction of the English courts unless The Insured is domiciled in Scotland in which event Scottish Law shall apply and the Courts of Scotland shall have exclusive jurisdiction

This Document and any Specifications Schedules Memoranda Cover Clauses or Endorsements are to be read together and form the Policy

Please read The Policy in its entirety to ensure that it satisfies all The Insured's Insurance needs

In witness whereof The Policy has been signed for and on behalf of The Company



Stephen Worrall
Managing Director



Stephen Morris
Underwriting Director

For and on behalf of

HSB Engineering Insurance Limited
New London House
6 London Street
London
EC3R 7LP

ADDITIONAL COVER APPLYING TO ALL SPECIFICATIONS

DEBRIS REMOVAL

1. In respect of each claim for loss or damage for which liability is accepted the cover provided by The Policy extends to include costs incurred in the removal of debris and protection of the **Insured Property** following indemnifiable damage not exceeding £25,000 or 20% of the indemnifiable loss or damage whichever is the lower

LOSS AVOIDANCE MEASURES

2. Subject to the **Limit(s) of Indemnity** The Company will pay reasonable costs incurred in taking exceptional measures to prevent or mitigate impending loss or damage for which indemnity is provided by The Policy

Provided that

- (a) loss or damage would reasonably be expected if such measures were not implemented
- (b) The Company are satisfied that loss or damage has been avoided or mitigated by means of the exceptional measures
- (c) the amount payable will be limited to the cost of loss or damage which would have otherwise occurred
- (d) the terms Conditions and Exclusions of The Policy apply as if loss or damage had occurred

AUTOMATIC REINSTATEMENT

3. Sums Insured or Limits of Indemnity will be reinstated from the date of occurrence of any claim subject to an additional premium

The Company will waive the additional premium if the cost of the claim does not exceed £25,000

EXPEDITING COSTS

4. The Company will pay costs necessarily and reasonably incurred in making temporary repairs upon and / or expediting the repair reinstatement or replacement of **Insured Property** as a result of indemnifiable loss or damage provided that the liability of The Company shall not exceed 50% of the cost of such loss or damage or £50,000 whichever is the lower

REPAIR COSTS INVESTIGATION

5. With their prior written agreement The Company will pay costs relating to repair investigations and tests following indemnifiable damage to **Insured Property** by consulting engineers not exceeding £25,000 in any one Period of Insurance

The Company shall not be liable under this Additional Cover for fees incurred in preparing a claim under The Policy

GENERAL DEFINITIONS

For the purposes of The Policy, the following words or terms shall have the meanings described below when printed in bold.

CONDITION PRECEDENT

An important legal term which sets out a step or action The Insured must take. If The Insured does not keep to or meet the requirements set out in a Condition Precedent The Insured will not be able to bring a claim under The Policy and The Company will not become legally responsible to pay that claim.

LIMIT OF INDEMNITY

The liability of The Company in respect of any one loss or series of losses arising out of any one occurrence shall not exceed the amount specified in The Schedule as the **Limit of Indemnity** or Sum Insured

EXCESS

The amount of a claim not payable by The Company and which shall be deducted after calculation of the amount payable under a claim and unless endorsed otherwise will apply separately in respect of individual Specifications

INSURED PROPERTY

Wherever the term Insured Property is used in The Policy it shall mean only that property insured by this Policy and described in The Schedule

GENERAL CONDITIONS

The following conditions apply to the whole Policy. If The Insured does not keep to any condition of The Policy, and that condition is relevant to a claim, The Company may refuse to pay part or all of that claim.

FRAUDULENT CLAIMS

1. If The Insured (or anyone acting for The Insured) makes a claim and The Insured is aware that it is in any way false or exaggerated, The Company will not pay the claim and may cancel The Policy from the time of the fraudulent act relating to the claim. The Company may also cancel any other policies belonging to The Insured.

FAIR PRESENTATION

2. The Insured must make a fair presentation by disclosing and not misrepresenting every material circumstance which The Insured knows or ought to know when The Insured first buys The Policy, ask The Company to make a change or renew The Policy.

If The Insured fails to make a fair presentation and if:

- (a) The Insured's failure is deliberate or reckless, The Company will treat The Policy as if it never existed, refuse all claims and keep any premium paid. If The Insured's failure occurs during a change to The Policy The Company will terminate The Policy from the date of that change, refuse subsequent claims and keep any premium paid.
- (b) The Insured's failure was not deliberate or reckless and The Company would not have issued this Policy had a fair presentation been made, The Company will treat The Policy as if it never existed, refuse any claims and return any premium paid. If The Insured's failure occurs during a change to The Policy The Company will treat The Policy as though the change was not made, refuse any claims that would have been covered by the change and return any extra premium paid.
- (c) The Insured's failure was not deliberate or reckless and The Company would have issued or changed The Policy on different terms had a fair presentation been made, The Company will;
 - (i) alter the terms of The Policy to those The Company would have imposed (other than those relating to premium); and/or
 - (ii) reduce the amount paid or payable on any claim in proportion to the amount of additional premium The Company would have charged.

CLAIMS NOTIFICATION AND REQUIREMENTS

3. In the event of any occurrence giving rise or likely to give rise to a claim, it is a **Condition Precedent** of The Policy that The Insured or their representative shall
 - (a) as soon as practicable notify The Company giving full particulars and information and notify the Police in the event of loss where The Insured has reason to believe a criminal offence has been committed
 - (b) take all reasonable action to prevent or minimise the loss and prevent further loss or damage

The Company shall not be liable for any further damage resulting from the continued use of the **Insured Property** until repaired to the satisfaction of The Company
 - (c) retain any damaged property or parts

- (d) when required to do so but in any event no later than 30 days after the expiry of any Indemnity Period deliver to The Company a statement in writing of all particulars and details relating to the incident and other evidence as may be required

CLAIMS SETTLEMENT

- 4. (a) The Company may at its option repair reinstate replace or pay in money for any loss or damage covered by The Policy

The amount stated as the **Excess** or the loss sustained by The Insured during any Time Exclusion shown in a relevant Schedule will be deducted from the settlement and borne by The Insured

- (b) Without prejudice to liability The Insured may proceed with minor repairs subject to compliance with General Condition 3
- (c) The Company shall be entitled to take over defend or settle any claim in the name of The Insured
- (d) to the extent that The Insured is accountable to the tax authorities for Value Added Tax all claims settlements shall be exclusive of such tax

PAYMENTS ON ACCOUNT

- 5. Notwithstanding General Condition 3 where liability is accepted The Insured shall be entitled to receive interim payments as agreed between The Insured and The Company

OTHER INSURANCE

- 6. This insurance does not cover any loss or damage which is insured by or would but for the existence of The Policy be insured by any other policy or policies except in respect of any **Excess** beyond the amount which would have been payable under such policy or policies had this insurance not been effected

AVERAGE

- 7. If any item of **Insured Property** has an individual Sum Insured set against it and at the time of any loss or damage to the item its value exceeds that Sum Insured then The Insured shall be considered his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly

PRECAUTIONS

- 8. The Insured shall exercise due diligence in
 - (a) complying with any statute or order
 - (b) ensuring that **Insured Property** is maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent loss or damage

ACCESS

- 9. The Company or its representatives shall have the right of access to the **Insured Property** at reasonable times

ALTERATIONS IN RISK

10. The Insurance under The Policy may be avoided if
- (a) (i) The Insured becomes the subject of voluntary or involuntary rehabilitation proceedings or
 - (ii) becomes the subject of an action in bankruptcy or makes or
 - (iii) proposes any arrangement with their creditors which acknowledges their insolvency
 - (b) The Insured's interest ceases other than by death
 - (c) any alterations are made either in the business of The Insured or in the premises or property whereby the risk of loss or damage is increased
 - (d) any loss minimising factors in existence at the commencement of the insurance are reduced discontinued or not maintained
- unless its continuance be accepted by The Company and the Policy endorsed accordingly

SUBROGATION

11. The Company may at its expense use all legal means in the name of The Insured to secure reimbursement for loss or damage and The Insured shall give all reasonable assistance for that purpose

SUSPENSION OF COVER

12. The Company reserves the right to suspend The Policy at any time by written notice to The Insured's last known address until The Company's requirements have been fulfilled

CANCELLATION

13. The Company may cancel The Policy by written notice to The Insured's last known address giving 14 days' notice.
- In such event provided that the premium has been paid in full The Insured shall become entitled to the return of the proportion of the premium corresponding to the unexpired Period of Insurance

ARBITRATION

14. If any difference arises as to the amount to be paid under The Policy (liability having been accepted) the difference shall be referred to an arbitrator to be appointed by both parties in accordance with the statutory provisions applicable
- The making of an award against The Company shall be a condition precedent to any right of action against it

ABANDONMENT

15. The Insured shall not be entitled to abandon any **Insured Property** to The Company whether or not taken possession of by it

GENERAL EXCLUSIONS

Other than as specifically provided for elsewhere within The Policy The Company shall not be liable for

INTENTIONAL ACTS

1. Loss or damage caused by or arising out of
 - (a) any intentional act or wilful omission of The Insured (other than an act or omission the purpose of which is an exceptional measure to prevent injury loss or damage) which having regard to the nature and circumstances of the act or omission could reasonably be expected to cause contribute to or exacerbate any loss or damage
 - (b)
 - (i) intentional overloading
 - (ii) testing or experiments involving the imposition of any abnormal conditions

WEAR AND TEAR

2. Loss or damage caused directly by
 - (a) wear and tear gradual deterioration or rust
 - (b) gradually developing defects
 - (c) scratching or chipping of painted or polished surfaces
 - (d) erosion or corrosion

but this shall not exclude resultant loss or damage not otherwise excluded

APPLICATION OF TOOLS

3. Loss or damage caused by or arising out of the direct application of any tool or process during the course of repair maintenance inspection modification or overhaul

GUARANTEES OF PERFORMANCE

4. Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency

WAR RISKS

5. Any loss or damage directly or indirectly caused by or in consequence of war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to **Insured Property** by or under the order of any government or public or local authority

TERRORIST ACTS

- 6. (a) Any consequence of civil commotion assuming the proportion of or amounting to a popular rising martial law or the act of any lawfully constituted authority
- (b) Loss or damage caused by or happening through or in consequence directly or indirectly of **Terrorism**
- (c) Loss or damage directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of **Terrorism**
- (d) Loss or damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot strike civil commotion locked out workers or persons taking part in labour disturbances

For the purposes of The Policy **Terrorism** shall mean any act of any person or group of persons acting alone or on behalf of or in connection with any organisation or government with activities directed towards the overthrowing or influencing of any government force or violence and / or putting the public or any section of the public in fear

In any action suit or other proceedings where The Company allege that by reason of this Definition any loss or damage is not covered by The Policy (or is covered only up to a specified **Limit of Indemnity**) the burden of proving that such loss or damage is covered (or is covered beyond that **Limit of Indemnity**) shall be upon The Insured

RIOT AND CIVIL COMMOTION

- 7. Loss or damage occurring at the premises of The Insured caused by or arising from riot strike lock-out or civil commotion

NUCLEAR RISKS

- 8. Loss destruction or damage to **Insured Property** or expense or consequential loss nor any legal liability caused by or arising from
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component

SONIC BANG

- 9. Loss or damage directly caused by the pressure waves of aircraft or other aerial devices travelling at sonic or supersonic speeds

AIRBORNE AND WATERBORNE CRAFT

- 10. Loss of or damage to airborne or waterborne vessels craft platforms or rigs or any **Insured Property** situated thereon or being loaded onto or offloaded therefrom

ELECTRONIC RISKS EXCLUSION

- 11. (a) loss or damage to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of The Insured or not where such damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack
- (b) Consequential loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack

Virus or Similar Mechanism shall mean any program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

The definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether it be the property of The Insured or not

Denial of Service Attack shall mean any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems

Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

POLLUTION OR CONTAMINATION

- 12. Loss or Damage caused by or arising from pollution or contamination

This exclusion shall not apply to cost arising from pollution or contamination of **Insured Property** caused directly by an occurrence which is insured by The Policy provided that the liability of The Company shall be limited to a maximum of £50,000 in respect of pollution or contamination

EXCESS

- 13. The amount(s) specified as the **Excess(es)** as detailed in Schedules attaching to The Policy

HOW THE COMPANY USES THE INSURED'S INFORMATION

The Company is the controller of any personal information (for example, names, addresses, telephone numbers, job titles or dates of birth) The Insured provides to The Company, or which is processed in connection with The Policy. The Company collect and process information about The Insured that The Company considers to be necessary in order to make decisions about the cover provided to The Insured, any claims The Insured makes, or to detect and prevent fraud. The Company also may record incoming and outgoing telephone calls with The Insured for training, monitoring and quality control purposes.

The Company may share The Insured's information with, and obtain information about The Insured 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 The Company's behalf.

For further details on how your information is used and your rights in relation to your information, please see our Privacy statement at <https://www.munichre.com/HSBEIL>.

HOW TO NOTIFY THE COMPANY OF CLAIMS

Claims should be notified promptly to The Insured's Broker or Intermediary. If The Insured does not have a Broker or Intermediary, please contact The Company directly at the following address:-

Claims Department
HSB Engineering Insurance Ltd
Chancery Place
50 Brown Street
Manchester
M2 2JT

Telephone: +44 (0) 330 100 3432
(Calls to this number are charged at the same standard landline rate as calls to 01 or 02 numbers)

Email: new.loss@hsbeil.com

CUSTOMER SERVICE AND COMPLAINT RESOLUTION

The Company is committed to providing the highest standards of customer service and aims to achieve fair treatment and customer satisfaction in all cases. If The Insured has any cause for complaint, therefore, The Company wants to know about it as soon as possible.

The Insured should initially contact the person who arranged the Policy for them, to see if they can resolve matters. Alternatively The Insured may contact The Company directly at the following address:-

The Customer Relations Leader
HSB Engineering Insurance Ltd
Chancery Place
50 Brown Street
Manchester
M2 2JT

Telephone: +44 (0) 330 100 3433

Email: complaints@hsbeil.com

The Company will always acknowledge The Insured's complaint within 5 business days and do their best to resolve it within four weeks. If the matter remains unresolved at the end of eight weeks, or The Insured is unhappy with The Company's final

response, The Insured may have recourse to the Financial Ombudsman Service or other independent dispute resolution services.

When The Company acknowledges The Insured's complaint they will send The Insured a summary of The Company's complaints handling procedure. This document is also available to all customers, on request.

If The Insured makes a complaint, The Insured's right to take legal action against The Company is not affected by this procedure.

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 The 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

The following conditions apply to this Specification. If The Insured does not keep to any condition of this Specification, and that condition is relevant to a claim, The Company may refuse to pay part or all of that claim.

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 onerous

or

(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

RE-HIRED PLANT

3. It is a **Condition Precedent** of this Specification that Plant hired in for re-hire must be hired out under conditions no less onerous than those of the original hire

MULTIPLE LIFTING OPERATIONS

4. 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

5. 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 The 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

6. 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

Other than as specifically provided for elsewhere within this Specification The Company shall not be liable for

HIRE PURCHASE OR FREE LOAN

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

EXCLUDED PARTS

2. 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) safety or protective devices due to their functioning

CONSEQUENTIAL LOSS

3. Loss of use of **Insured Property** or consequential loss of any kind unless specifically provided for elsewhere within The Policy

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 The 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

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 The 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 its own electrical or mechanical breakdown derangement failure or explosion failure to maintain **Insured Property** in accordance with manufacturers recommendations subject to a limit of
 - (a) £25,000 in respect of any loss or series of losses arising from a single occurrence or
 - (b) 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

The following conditions apply to this Specification. If The Insured does not keep to any condition of this Specification, and that condition is relevant to a claim, The Company may refuse to pay part or all of that claim.

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

- (a) 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
- (b) 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. It is a **Condition Precedent** of this Specification that 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 damage
 - or
 - (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

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 The 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 The Policy as if this condition had not been incorporate

SPECIAL EXCLUSIONS

Other than as specifically provided for elsewhere within this Specification 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 The Policy

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 The 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