



HireProtect

Policy Wording

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1. Introduction

Welcome to your AIG HireProtect policy

Please note: Terms shown in bold in this **policy** have the meanings given to them in the general definitions section on page 6.

This policy is not complete without a schedule

This **policy** document is only valid when issued in conjunction with a HireProtect Insurance **policy schedule and should be read in conjunction with it.**

The **policy** is only valid provided the required insurance premium shown in **your schedule** has been paid.

2. General Information about this Insurance

Insurance Provider

This insurance is underwritten by the Ireland Branch of AIG Europe Limited. AIG Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN 202628), who is operating in Ireland through its branch AIG Europe Limited (Irish Branch) who is regulated by the Central Bank of Ireland for conduct of business rules.

Registered in Ireland: Branch Registration Number 906664.

Registered address: 30 North Wall Quay, International Financial Services Centre, Dublin 1, Ireland .

About your HireProtect Insurance Policy

This **policy** wording along with **your schedule** and any appropriate endorsements or addenda that accompany it, form the basis of **your** contract of insurance with **us**. They should be read as one document. Together, these documents detail and explain what **you** are covered for and what **you** are not covered for.

You agree to pay the premium set out in **your schedule** and comply with **your** responsibilities described in this **policy**. Please read this **policy** wording to make sure that the cover meets **your** needs and please check the details outlined within **your schedule** and any applicable endorsements or addenda that accompany it to make sure that the information shown is correct.

We have relied on the information provided to **us** by **you** or on **your** behalf in connection with **our** agreement to provide insurance to **you** and the agreement is based upon that information. For this contract to be valid, all the information given to **us** by **you**, or on **your** behalf, must be true, complete and up to date. If there are any changes in **your** circumstances and/or the information **you** have provided is no longer true, valid or up to date, **you** must tell the intermediary who arranged this **policy** for **you**, or **us**, as soon as is reasonably possible, as this may affect **your policy** and **your** ability to claim under it.

Various provisions in this **policy** restrict or exclude cover. **You** must read the entire **policy** carefully to determine **your** rights and duties, and what is and is not covered. **We** have no duty to provide cover unless there has been full compliance with the general conditions and general exclusions contained on pages 10-17 of this **policy**.

Period of Cover

This insurance is valid for the **policy period** shown on **your schedule** unless cancelled or terminated in accordance with the terms of this **policy**.

Law and jurisdiction

This **policy** will be governed by English law and **you** and **we** agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless agreed to the contrary by **you** and **us** before the commencement date.

The terms and conditions of this **policy** will only be available in English and all communication relating to this **policy** will be in English.

Construction, severability and conformity to law

If any provision contained within this **policy** is, for any reason, held to be invalid, illegal, unenforceable in any respect, such invalid, illegal or unenforceable provision shall have no effect on any other valid, legal and enforceable provisions of this **policy**, and the valid, legal and enforceable provisions of this **policy** will continue to remain in full effect. Any invalid, illegal or unenforceable provision shall where permitted be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.

🔒 How we use Personal Information

We are committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to **you** or other individuals (e.g. **your** dependants). By providing Personal Information **you** give permission for its use as described below. If **you** provide Personal Information about another individual, **you** confirm that **you** are authorised to provide it for use as described below.

The types of Personal Information we may collect and why - Depending on **our** relationship with **you**, Personal Information collected may include: identification and contact information, payment card and bank account, credit reference and scoring information, sensitive information about health or medical condition, and other Personal Information provided by **you**. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Decision-making on provision of insurance cover and payment plan eligibility
- Assistance and advice on medical and travel matters
- Management and audit of our business operations
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside your country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

To opt-out of any marketing communications that **we** may send you, contact **us** by e-mail at: *AIGDirect.Queries@aig.com* or by writing to: *Marketing Preference Team, AIG Direct, Norfolk House, 3rd Floor, Wellesley Road, Croydon CR0 1LH United Kingdom*. If you opt-out **we** may still send **you** other important communications, e.g. communications relating to administration of your insurance **policy** or claim.

Sharing of Personal Information

For the above purposes Personal Information may be shared with **our** group companies, brokers and other distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers. Personal Information will be shared with other third parties (including government authorities) if required by law. Personal information (including details of injuries) may be recorded on claims registers shared with other insurers. **We** are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. **We** may search these registers to detect and prevent fraud or to validate **your** claims history or that of any other person or property likely to be involved in the **policy** or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer

Due to the global nature of our business Personal Information may be transferred to parties located in other countries, including the United States and other countries with different data protection laws than in your country of residence.

Security and retention of Personal Information

Appropriate legal and security measures are used to protect Personal Information. **Our** service providers are also selected carefully and required to use appropriate protective measures. Personal information will be retained for the period necessary to fulfil the purposes described above.

Requests or questions

To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please e-mail: DataProtectionOfficer@aig.com or write to Data Protection Officer, AIG Europe Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB. More details about our use of Personal Information can be found in **our** full Privacy Policy at www.aig.co.uk/privacy-policy or you may request a copy using the contact details above.

Fraud prevention and detection

In order to prevent and detect fraud **we** may at any time:

- a. share information about **you** with other organisations and public bodies including the police;
- b. check and/or file **your** details with fraud prevention agencies and databases, and if **you** give us false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:
 - i. help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
 - ii. trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
 - iii. check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- c. undertake credit searches and additional fraud searches. **We** can supply on request further details of the databases **we** access or contribute to.

AIG Europe Limited is a member of the Insurance Fraud Bureau (IFB) www.insurancefraudbureau.org a not for profit organisation funded by the insurance industry, specifically focussed on detecting and preventing organised and cross industry insurance fraud. The IFB also maintains a Cheatline, where anyone can call 0800 328 2550 in confidence and anonymously if necessary, to report insurance fraud.

3. What is covered under this policy

This policy covers **you** against all **damage** to owned **property** whilst at any situation in Western Europe and whilst in transit between such situations during the **policy period**.

This cover is subject to all **policy** terms, conditions and exclusions.

4. How much we will pay you

Subject to the conditions, exclusions and limits of liability set out in this **policy**, the amount **we** will pay **you** shall not exceed:

- (a) in respect on any one item of **property**, the market value of the item at the time of **damage**;

(b) the sum insured stated in the **schedule**.

5. General Definitions

Wherever the following words or phrases appear in the policy wording in **bold print** they will always have the meanings shown under them. Plural forms of the words defined have the same meaning as the singular form.

Damage – means loss of, or actual physical harm to or destruction of tangible **property** which is insured under this **policy**.

Insured Person – means the person or persons described on the **schedule**.

Policy – means this HireProtect policy wording and **your schedule** together with any written changes to the **policy** by way of endorsements or addenda issued by **us**.

Policy Period – means the period of time shown on **your schedule** during which cover applies.

Property – means **your** plant and equipment property comprising all types of plane and equipment or as more specifically described in the **schedule**.

Schedule – means the document that forms part of **your policy** and must be read in conjunction with the **policy**. The **schedule** describes **you**, the cover that applies, the **policy period** and details of **your policy**.

Terrorist Act – means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or the performance of an act dangerous to human life or property, against any individual or group of individuals, property or government, with the objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not.

United Kingdom/UK – means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

War – means military action, either between nations or resulting from civil war or revolution.

We/Us/Our – means AIG Europe Limited, Irish Branch.

You/Your – means the legal entity or organisation named in the **schedule** as the insured.

6. Scope of cover and general provisions

Residency

You and all **insured persons** must have **your** main home in the **United Kingdom** at the time **you** buy or renew this **policy**.

Age Limits

All **insured persons** buying this insurance must be between 21 and 80 years of age at the date of buying or renewing this **policy**.

Sanctions

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, **our** parent company or **our** ultimate controlling entity 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.

7. Cancellations and Refunds

Policy and premium alteration

We will notify **you** of any changes to the terms and conditions, including the premium, of this **policy** by giving **you** 30 days' notice in writing to **your** last known address. **We** will only make a change in order to reflect a change to **your** circumstances, in the event of any change in the law affecting this **policy**, for example a change in Insurance Premium Tax, or to reflect a change to **our** underwriting approach. If the changes are acceptable to **you** then this **policy** will continue.

If the changes are not acceptable, **you** may cancel this **policy** in accordance with the cancellation provisions set out below. **We** will return to **you** any premium already paid to **us** in advance for cover that is unused at the date of cancellation.

You are responsible for notifying **insured persons** of such cancellation or any changes to the terms and conditions.

Cancellation and cooling off period

Your right to cancel the policy within the cooling off period

You may cancel this **policy** within 15 days of the **policy** commencing or of **you** receiving the **policy** documentation (whichever is the later). **You** may cancel this policy by giving **us** notice in writing to:

AIG Europe Limited, Ireland Branch
30 North Wall Quay
International Financial Services Centre
Dublin 1
Ireland

We will give **you** a full refund of any premiums paid less any claim payments. Refunds will be returned to **you** within 30 days from the date **we** receive notice of cancellation, for **you** to pass on to any **insured persons** if applicable.

If within this cooling off period an **insured person** has made a claim which is covered under this **policy**, **we** will only refund the part of the premium in proportion to the period of unused cover. This will be returned to **you**.

Your right to cancel the policy

You may cancel this policy or any part of it by giving **us** 30 days notice in writing to the above address of the future date that the cancellation is to take effect. If **you** have not made a claim during the **policy period**, **we** will refund the proportion of any premium **you** have paid for the period of insurance left.

Our right to cancel the policy

We have the right to cancel this **policy** by giving **you** at least 30 days notice in writing at **your** last known address where **we** have serious grounds for doing so, including any failure by **you** or any **insured person** to pay the premium in accordance with clause 7 under section 11 General Conditions or to comply with the conditions set out in this **policy** which is incapable of remedy or which **you** fail to remedy within 30 days of receiving a notice from **us** requiring **you** to remedy the breach. **You** will receive a proportionate refund of the premium paid from the date **we** cancel the policy except where there is an instance of fraud, and provided a claim has not been made during the **policy period**.

In the event that **we** are no longer able to provide cover, **we** will give **you** at least 60 days notice in writing to **your** last known address, in advance of the premium due date.

You are responsible for promptly telling other **insured persons** that this **policy** has been cancelled.

No person other than **you** and **us** has the right to cancel this **policy**.

8. How to make a Claim

We should be notified as soon as reasonably practicable after the event that a claim is to be made.

Claims are to be notified to:

Jelf Insurance Brokers
Partnership House,
Priory Park East,
Kingston-Upon-Hull
HU4 7DY

Telephone: 01482 388619 / 01482 388629 – Lines are open Monday – Friday from 9am to 5pm, excluding bank holidays.

Email: hireprotect@jelfgroup.com

We will ask the **insured person** to complete a claim form and to provide at their own expense all reasonable and necessary evidence required by **us** to support a claim including information to substantiate that grounds for a claim has occurred. If the information supplied is insufficient, **we** will identify the further information which is required. This evidence may include written confirmation from **you** that the **insured person** was insured by this **policy** at the time of the incident and, if applicable, that they have paid the premium for the period of their inclusion under this **policy**. If **we** do not receive the information **we** need, **we** may reject the claim.

All claim payments under this **policy** will be made to **you**. **We** will not pay an **insured person** or other person directly other than at **your** request and **we** have agreed to do so.

The receipt of the full claim payment will be a full discharge of all liability by **us** for the claim.

9. How to make a Complaint

We believe **you** deserve courteous, fair and prompt service. If there is any occasion when **our** service does not meet **your** expectations please contact **us** using the appropriate contact details below, providing the Policy/Claim Number and the name of the **Insured Person** to help **us** deal with **your** comments quickly.

Write to: **Jelf Insurance Brokers Ltd**
Complaints Team
Hillside Court
Bowling Hill
Chipping Sodbury
Bristol BS37 6JX

Call: 01454 525240 – Lines are open Monday – Friday from 9am to 5pm, excluding bank holidays.

Email: angie.biddle@jelfgroup.com

We will acknowledge the complaint within 5 business days of receiving it, keep **you** informed of progress and do **our** best to resolve matters to **your** satisfaction within 8 weeks. If **we** are unable to do this **you** may be entitled to refer the complaint to an Ombudsman service. **We** will provide full details of how to do this when **we** provide our final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if the complainant:

- has not provided us with the opportunity to resolve the complaint, or
- is a business with more than 10 employees and a group annual turnover of more than €2 million; or
- is a trustee of a trust with a net asset value of more than £1 million or;
- is a charity with an annual income of more than £1 million.

For complaints regarding the sale of this policy the Financial Ombudsman Service can be contacted at:

Write to: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Call: 0800 023 4567 or 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk
Online: www.financial-ombudsman.org.uk

Or alternatively for a complaint regarding the underwriting of the policy:

Write to: The Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House,
Lincoln Place, Dublin 2, Ireland
Call: +353 16620899
Email: enquiries@financialombudsman.ie
Online: www.financialombudsman.ie

If **you** wish to complain about an insurance policy purchased online **you** may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>

Following this complaint procedure does not affect your right to take legal action.

10. Compensation

Financial Services Compensation Scheme (FSCS)

AIG Europe Limited is covered by the FSCS. If **we** are unable to meet **our** financial obligations **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Please note that large companies are not covered by the FSCS.

11. General Conditions

The following conditions apply to all sections of this insurance. To have the full protection of this **policy you** must comply with the following conditions. Failure to comply with any condition may result in **your** claim being denied or may affect the amount **we** pay. The extent of **your** failure to comply with the conditions may determine whether **we** deny any claim made under **your policy** or the amount **we** pay to **you** in the event of a claim.

1. When completing an application for this policy, or to vary or renew this policy, reasonable care must be taken by **you** to ensure that any information given to **us** by **you** (whether directly or indirectly) is accurate and complete, including when answering questions **we** may ask and/or in providing confirmation of or amending any information previously given to **us**. If there are any changes to **your** circumstances and/or the information **you** have provided is no longer true, valid or up-to-date **you** must tell **us** as soon as is reasonably possible as this may affect **your** policy and **your** ability to claim under it.

2. **Assignment**

This **policy** is non-transferable or assignable unless agreed by **us** in writing.

3. **Your obligations**

It is a condition that in **your** dealings with any **insured persons you** do not:

1. refund or agree to refund premium
2. back-date or agree to back-date insurance under this **policy**
3. amend or agree to amend any of the terms conditions and limitations of this **policy**.

4. **Security Checks**

It is a condition that prior to each hire **you** shall carry out the following security checks

Cash Hires – any two of the following documents one of which must contain the address of the **insured person**:

1. Driving licence
2. Utility bill or other document confirming name and address
3. Bank/Credit Card – Check signature
4. Warrant Card with photograph
5. Passport

As an alternative to one of the above **you** may if applicable;

6. telephone the **insured person's** employer to verify identity confirm that both the identity and address of the hirer are already known to him.

Credit Account Hire – any of the following

1. Employee brings written company order – take employee name
2. Telephone order with order number – check name and position in company of person ordering

5. **Fair presentation of the Risk**

Your duty not to misrepresent facts

Prior to the **start of your policy**, **you** must make a fair presentation of the risk to be insured under this policy. A fair presentation of the risk is one:

1. which discloses every material circumstance that the Information Holders know or ought to know ; or
2. failing that which gives **us** sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances.

For the purposes of this clause the Information Holders ought to know what should reasonably have been revealed by a reasonable search of information available to **you**, including information held by **your** agents or by those for whom cover is provided by this **policy**; and an Information Holder is deemed to know any circumstance which he

suspected, and would have known but for deliberately refraining from confirming or enquiring about it;

1. which makes that disclosure in a manner which would be reasonably clear and accessible to a prudent insurer ; and
2. in which every material representation:
 - a. as to a matter of fact, is substantially correct;
 - b. as to a matter of expectation or belief, is made in good faith

For the purposes of this clause the "Information Holders" consist of those who participate on **your** behalf in the process of procuring your insurance together with

1. (if you **are** an individual) **you**;
2. (in all other cases) the individuals who play significant roles in the making of decisions about how the **Insured's** activities are to be managed or supervised.

If this clause is breached and, but for the breach, **we**

1. would not have entered into the policy or
2. would have done so only on different terms

we will have remedies as against **you** as follows:

1. **We** may avoid the **policy** and refuse all claims if:
 - a. the breach is deliberate or reckless, in which event **we** may retain the premium paid ; or
 - b. but for the breach **our** underwriter would not have entered into the policy on any terms, in which event **we** shall return the premium.
2. In all other cases:
 - a. where the **our** underwriter would have charged more premium, any amounts payable by **us** will be scaled down to the ratio that the premium actually charged (the "Actual Premium") bears to the premium that he would have charged to assume that risk (the "Reference Premium"); and in addition
 - b. where **our** underwriter would have written the risk on different terms (other than in relation to premium) the **policy** is to be treated as if it had been entered into on those terms .

Insured Person's duty not to misrepresent facts

Where this **policy** provides cover for:

1. any person other than **you** (hereinafter referred to as an **insured person**); and
2. that person would, if they had taken out such cover in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession,

we will not invoke the remedies which might otherwise have been available under this Fair Presentation clause as against **you**, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular **insured person**. However, if the **insured person** concerned (or **you** acting on their behalf) makes a careless misrepresentation of fact, **we** may invoke the remedies available under this clause as against that particular person, as if a separate insurance contract had been issued to them, leaving the remainder of the **policy** unaffected. In those circumstances references within this clause to premium should be read as if they were references to that part of the premium which relates to the **insured person** concerned and any additional terms which might be applied will only be applied to the cover for that particular **insured person**.

6. Fraud by you

Any fraudulent misrepresentation or fraudulent non- disclosure connected with **your** application for this **policy** or in connection with a claim will make this **policy** invalid. In which circumstances **we** may avoid the **policy** and refuse all claim and need not return any of the premium paid.

7. **Fraud by an insured person**
Any fraudulent misrepresentation or fraudulent non- disclosure by an **insured person** at any time will make this **policy** invalid so far as it concerns cover for that **insured person**. If this happens, the **insured person** will lose any benefit due to them and they must pay back any benefit that **we** have already paid.
8. **Fraudulent claims**
If any claim is found to be fraudulent, or if **you** or any **insured person** gives misleading information when making a claim, the claim will be declined and **you** or the **insured person** shall forfeit all entitlements and benefits under this **policy**. No refund of premium will be allowed and **we** may inform the police, government or other regulatory bodies in these circumstances.
9. **Payment of premium**
You must pay the premium shown in **your schedule**. No claim will be met under this **policy** if the premium has not been paid.
10. **Reasonable care**
You and each **insured person** must take all lawful, reasonable precautions, to mitigate any loss payable under this **policy**.
11. **Recovery from Third Parties**
If **you** or an **insured person** has the right to recover all or part of any payment made under this **policy**, those rights of recovery are transferred to **us** following, and to the extent of, **our** payment under this **policy**. **You** and any **insured person** must not do anything after the loss to impair such rights of recovery. At **our** request, **you** or an **insured person** will bring an action at **our** expense, transfer those rights to **us** and help **us** enforce them or **your** rights and cooperate with **us** in **our** attempt to recover **our** payment. No one covered under this **policy** or acting on their behalf shall waive, limit or impair **our** right to recover and/or the amount to recover against a third party before or after a loss.
12. **Claims notification**
All claims must be notified as soon as is reasonably possible after the event which causes the claim. Failure to do so may result in **our** rejection of the claim if it is made so long after the event that **we** are unable to investigate it fully, or may result in **you** or the **insured person** not receiving the full amount claimed for if the amount claimed is increased as a result of the delay.
13. **Rights of Third Parties**
Only **you**, and AIG Europe Limited may enforce the terms of this policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply.
14. **Amendment of policy**
No change or modification of this **policy** shall be effective except when made by a written endorsement issued by **us**.
15. **Third Party Action**
No **insured person** shall join **us** in any action against any other person.
16. **Other insurance**
Unless **we** have agreed otherwise, when other insurance applies to a loss covered under this **policy**, **we** will pay only the rateable proportion of the loss that **our** amount of cover bears to the total amount of insurance covering the loss.

12. Exclusions

We will not cover the following under this **policy**:

1. **Breakdown**
Damage to any item of **property** caused by explosion or its own breakdown.
2. **Attachments**
Damage to cutting edges (other than diamond cutting systems) tools trailing cables or flexible pipes other than:
 - a. when such **damage** results during operation of the complete item of **property**
 - b. when such **damage** results from the total loss of the complete item or items of **property**
 - c. when such attachment is a separate item specified on a contract of hire
 - d. when a standard part of the equipment package supplied and cannot in normal circumstances be omitted from such equipment package.
3. **Materials treated**
Damage caused by or arising out of materials treated by the insured **property** or by foreign bodies entering the **property** with such materials.
4. **Inventory losses**
Loss of the **property** by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the **property** due to its being stolen or otherwise missing unless such loss is identifiable by **you** with a specific event which has been the subject of notification under the terms of the claims procedure condition.
5. **Routine maintenance**
Damage arising from failure to clean and conduct routine maintenance of the **property**. That this exclusion shall not apply to **you** where such failure is the responsibility of an **insured person** under the terms of hire contract or where **you** have failed to provide adequate instruction to an **insured person**.
6. **Own Premises**
Damage to any item of **property** whilst on **your** own premises unless it is the subject of a contract of hire or arising from any process of repair or restoration in connection with a claim which has been accepted by **us**.
7. **Unattended vehicles**
Damage to any item of **property** whilst in a motor vehicle unless:
 - a. the doors of the vehicle are locked when unattended
 - b. all windows and other openings are fully closed and properly fastened when unattended save only to provide ventilation for any animals in such vehicle and in such circumstances the **property** shall be concealed from view wherever possible
 - c. **property** is securely mounted in or fixed to the vehicle or kept in a suitable container whilst in transit or where left unattended.
8. **Off hire**
Loss of any **property** which is not collected within 72 hours (excluding Sundays and bank Holidays) of that item being 'off hired' and for which a valid 'off hire' reference has been supplied by **you**.
9. **Other specific insurance**
Damage to any item of **property** in the custody or control of **your** representative where such representative has arranged more specific insurance elsewhere.
10. **Derangement**
Damage to any item of **property** by its own derangement.

This Exclusion shall not apply to any other **property** which is subsequently **damaged** as a result of such derangement.

11. Defective erection and dismantlement

Damage caused by defective erection use or dismantlement by **you** in any contract of hire in respect of any staging, flooring, marquees, tents or any temporary structures.

This Exclusion shall not apply to any other **property** which is subsequently **damaged** as a result of defective erection use or dismantlement by **you**.

12. Brittle items

Damage to tableware, cutlery, glass, china and other similar brittle items unless such **damage** results in the **damage** of the consignment during the following operations:

- a. packaged pending loading
- b. loading and unloading
- c. positioning.

13. Motor vehicles

Damage to any mechanically propelled vehicle other than any such vehicle not more specifically insured and which is:

- a. not licensed for road use and used in circumstances which do not require insurance or security under any Road Traffic Act legislation or
- b. designed or adapted primarily for use as a tool of trade.

14. Multiple lifts

Damage arising out of any raising or lowering operations in which a single load is shared between items of lifting and handling plant unless such operations are carried out in accordance with British Standard Code of Practice for the safe use of cranes

15. Waterborne or airborne risks

Damage to any airborne or waterborne vessel or craft, marine rig or platform however this Exclusion shall not apply to **property** whilst situated on any airborne or waterborne vessel or craft, marine rig or platform.

16. Wear and tear

The cost of rectification or making good of wear and tear, gradual deterioration due to atmospheric conditions or otherwise rust, corrosion or oxidisation or scratching of painted or polished surfaces.

17. Wilful act

Damage caused by the wilful act or wilful neglect by **you** or an **insured person**.

18. Consequential loss

Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or consequential loss or damage not specifically provided for herein.

19. Sonic waves

Damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

20. Nuclear risks

Damage to any **property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other nuclear assembly or nuclear component thereof

- c. any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

Definitions

For the purposes of this Nuclear Risks exclusion:

nuclear installation shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel

nuclear reactor shall mean any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons

21. Terrorism

Loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

1. any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - i) involves violence against one or more persons; or
 - ii) involves damage to property; or
 - iii) endangers life other than that of the person committing the action; or
 - iv) creates a risk to health or safety of the public or a section of the public; or
 - v) is designed to interfere with or to disrupt an electronic system
 2. any action in controlling, preventing, suppressing, retaliating against, or responding to any act,
- or preparation in respect of action, or threat of action described in (1) above.

In any action or suit or other proceedings where **we** allege that by reason of this general exclusion cover is not provided under this **policy**, the burden of proving that cover is provided under this **policy** shall be upon **you**.

22. Northern Ireland

Insofar as this **policy** covers riot and civil commotion **we** shall not be liable under this **policy** in respect of loss or damage or consequential loss occasioned by or happening through or in consequence directly or indirectly of riot or civil commotion in Northern Ireland.

23. War

Any consequence whether direct or indirect of **war**, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering, nationalisation or requisition or destruction of or damage to property by or under the order of any Government Public Municipal or Local Authority.

24. Data related performance and functionality

- a. Loss or damage.
- b. Consequential loss additional expenditure or extra expenses.
- c. Legal liability.
- d. Other fees costs disbursements awards or other expenses of whatsoever nature.

Directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- e. the way in which any data processing system responds to or deals with or fails to respond to or fails to deal with any true calendar date
- f. any data processing system responding to or dealing in any way with
- g. any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
- h. any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such data processing system is **your property** or not and whether operating before during or after the Year 2000 but this shall not exclude subsequent loss or damage or consequential loss additional expenditure or extra expenses (not otherwise excluded) which itself results from a defined peril otherwise covered by this Policy.

Definitions

For the purposes of this Data related performance and functionality exclusion:

Data processing system shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Defined peril shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe impact by any vehicle or by goods falling therefrom or animal.



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