



JCB **JCB INSURANCE SERVICES LTD**
Plant Master Insurance Policy
Road Risks

Groundwork, Civil Engineering, Site Clearance & Plant Hire

Free Business Advice Service

Available 24 hours each day, 7 days every week, all year round

This free helpline service is provided which you may use while your Policy is in force to discuss business problems in the following categories:

Business Legal Advice Helpline

0345 878 5024

Unlimited access to a team of solicitors and other legal experts, for 24 hours confidential legal advice and guidance on any commercial legal problem such as:

- employment
- VAT
- prosecution
- contract disputes
- landlord and tenant disputes.

Please note that advice on motoring matters is not available.

Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- England Scotland Wales and Northern Ireland
- the Channel Islands and the Isle of Man
- any other member country of the European Union
- Switzerland and Norway.

This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited all calls are recorded.

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JCB Plant Master Insurance: Road Risks Policy

The Policyholder having made to the Company a written proposal or agreed a statement of fact which shall be the basis of this contract and having paid or agreed to pay on demand the premium stated in the Schedule the Company will provide the insurance hereinafter contained in respect of events happening in the Geographical Limits during the period of insurance stated in the Schedule or during any period for which the Company may accept payment for the renewal of this Policy.

This Policy, the Schedule, Conditions, Exceptions, the Customer's Certificate, the Certificate of Motor Insurance and any Special Clauses and Endorsements shall be read together as one contract and any one word or expression to which a specific meaning has been attached in any part shall bear such meaning throughout.

General Definitions

Airside

The Manoeuvring Areas and Aprons of any Airport as defined in the 'Rules of the Air' made under the Air Navigation Order (S.I. 1980 No. 1965) or any amendment thereof and service roads which are directly associated with the Aprons.

The Company

U K Insurance Limited trading as NIG and/or such other authorised Insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

Geographical Limits

Anywhere in the United Kingdom (which means Great Britain and Northern Ireland) the Channel Islands and the Isle of Man including the Premises.

High Risk Premises

- 1 power stations nuclear installations or establishments
- 2 refineries bulk storage or production premises in the oil gas or chemical industries.

Hirer

Any person to whom such vehicle has been let out on hire by the Policyholder.

Insured Vehicle

A vehicle for which a Certificate of Motor Insurance specifying the Registration Mark or Serial Number has been issued and for which the Policyholder has paid or agreed to pay the premium.

Policy Holder

The person, persons or Limited or Public Limited Company named in the Schedule.

Pollution

Any pollution or contamination of buildings, other structures, water, land or the atmosphere and any damage or injury caused by pollution or contamination.

Road Traffic Acts

Laws which include details of the minimum motor insurance required in the United Kingdom.

General Conditions

- 1** The Policyholder or his legal personal representatives shall give notice in writing to the Company as soon as possible after the occurrence of any accident loss or damage with full particulars thereof. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given in writing to the Company immediately the Policyholder or his legal personal representatives shall have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any accident for which there may be liability under this Policy.
- 2** No admission offer promise payment or indemnity shall be made or given by or on behalf of the Policyholder or any person claiming to be indemnified without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Policyholder or such person the defence or settlement of any claim or to prosecute in the name of the Policyholder or such person for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Policyholder or such person shall give all such information and assistance as the Company may require
- 3 a Your Cancellation Rights**
 - i** Your Policy may be cancelled by You within 14 days of receipt of Your Policy (This is known as the “cooling off” period). If You elect to cancel within this period You should return all documents to Your Broker, Intermediary or Agent and We will pay a refund of Premium for the full amount paid to You. If a claim has been made or an incident advised that could give rise to a claim during the “cooling off” period Your Policy will be treated by Us as in force and no refund of Premium will be made.
 - ii** If You elect to cancel Your Policy after the “cooling off” period has expired but still during any Period of Insurance You must give 14 days notice in writing to Your Broker, Intermediary or Agent. You will be entitled to a proportionate refund of Premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of Premium for the Period of Insurance will be made.
 - iii** Where You pay by Instalments any amount of Premium returned under this condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.
- b Our Cancellation Rights**
 - i** We may cancel Your Policy (or any Section of it) at any time and in any Period of Insurance by giving a minimum of 14 days notice to You in writing at Your last known address.
 - ii** You will be entitled to a proportionate refund of Premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of Premium will be made.
 - iii** Where You pay by Instalments any amount of Premium refunded under this condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.

- 4 If at the time any claim arises under this Policy there is other existing insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any such claim provided always that nothing in this condition shall impose on the Company any liability from which but for this condition it would have been relieved under the provisions of Exception e to Section 1 of this Policy.
- 5 The Policyholder shall take all reasonable steps to safeguard from loss or damage and maintain in efficient condition any vehicle described in the Schedule and the Company shall have at all times free access to examine such vehicle.
- 6 In connection with any one claim or number of claims arising out of one cause for indemnity against liability in respect of damage to property the Company may at any time pay to the Policyholder the amount of the indemnity provided by this Policy (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment.
- 7 If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.
- 8 The due observance and fulfilment of the terms provisions conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the policyholder and the truth of the statements and answers in the said statement of fact or proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
- 9 If the law of any country covered by this Policy requires the Company to settle a claim which would not otherwise have been paid, the Company may claim back this amount from the Policyholder or the person who incurred the liability.
- 10 Contracts (Rights of Third Parties) Act 1999**
A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available part from that Act.

General Exceptions

The Company shall not be liable in respect of:

- 1 any accident loss or damage caused sustained or incurred while such vehicle is
 - a being used otherwise than in accordance with the 'Limitations as to Use' in the Certificate of Motor Insurance or is engaged in racing pacemaking reliability trial or speed-testing or being used for the carriage of passengers or goods for hire or reward or is drawing any trailer except as provided by Sections 1 or 2 of this Policy.
 - b drawing a greater number of trailers in all than is permitted by law
 - c being driven by the Policyholder unless he holds a licence to drive such vehicle or has held and is not disqualified for holding or obtaining such a licence
 - d being driven with the general consent of the Policyholder or of his representative by any person who to the knowledge of the Policyholder or of such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified for holding or obtaining such a licence.

- 2 any consequence (except so far as is necessary to meet the requirements of the Road Traffic Acts and European Union Compulsory Insurance) of War Government Action and Terrorism.

For the purpose of this Exclusion –

War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War

Terrorism shall mean acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto

In any action suit or other proceedings where the Company alleges that by reason of this Exclusion as far as it relates to Terrorism any Damage or resulting loss or expense or consequential loss is not covered by this insurance the burden of proving that such Damage loss expense or consequential loss is covered shall be upon the Insured.

- 3
 - a loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - b any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4 any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

Section 1: Liabilities to Third Parties

- 1 The Company will indemnify the Policyholder against liability at law for damages and claimant's costs and expenses and all costs and expenses incurred with its written consent in respect of:
 - a death of or bodily injury to any person
 - b damage to property including any indirect loss or damage up to a limit of £5,000,000 in respect of any one claim or series of claims arising out of one occurrence in connection with any vehicle described in the Schedule or any trailer while attached to such vehicle or in connection with the loading or unloading of such vehicle or trailer.

The Indemnity in respect of damage to property is hereby restricted to £1,000,000 while any trailer described in the Schedule is at any High Risk Premises.

- 2 The Company will in the terms of Sub-Section 1 of this Section indemnify any person driving any vehicle described in the Schedule on the order or with the permission of the Policyholder
- 3 In respect of any event which may be the subject of indemnity under this Section the Company may pay at their discretion:
 - a the solicitors fee for representation at any Coroner's Inquest or Fatal Accident Inquiry or Court of Summary Jurisdiction.
 - b the cost of legal services for defence in the event of proceedings being taken for manslaughter or causing death by reckless driving.
- 4 In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his legal personal representatives in the terms and subject to the limitations which applied to such person
- 5 Notwithstanding anything to the contrary contained in General Exception 1(a) this Policy shall be operative while any vehicle is being used for hire or reward (other than for the carriage of passengers). The Company will indemnify any Hirer of any vehicle against liability as defined in this Policy arising in connection with any such vehicle while let on hire.

Provided that:

- a such Hirer is not entitled to indemnity under any other Policy
- b such Hirer shall as though he were the Policyholder observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply.

Exception to Section 1

The Company shall not be liable:

- a in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified except for any passenger who is being carried in or upon or entering or getting on to or alighting from the Insured Vehicle whilst such vehicle is on a Road as described in the Road Traffic Acts. Such passenger shall not be the driver or a person in charge of the Insured Vehicle for the purpose of driving;
- b in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Section.
- c in respect of damage to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this Section or damage to the property being conveyed by such vehicle or trailer.

- d** under Sub-Section 2 unless the person driving holds a licence to drive such vehicle or has held and is not disqualified for holding or obtaining such a licence
- e** under Sub-Sections 2,3,4 or 5 to indemnify any person:
 - i** unless he shall observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply
 - ii** if he is entitled to indemnity under any other Policy
- f** in respect of damage to any vehicle or trailer in connection with which indemnity is provided by this Section.
- g** except for the requirements of the Road Traffic Acts for liability incurred by the Policyholder arising out of the operation as a tool of any vehicle described in the Schedule or of plant forming part of such vehicle or attached thereto unless specified in the schedule.
- h** in respect of liability for death injury or damage arising from the use of the vehicle or trailer Airside.
- i** in respect of liability arising from pollution except where it is necessary to meet the requirements of the Road Traffic Acts.

Section 2: Towing Disabled Vehicles

This Policy shall be operative while any vehicle described in the schedule is being used for the purpose of towing any one disabled mechanically-propelled vehicle and the Company will indemnify the Policyholder and any other person indemnified by the Policy in terms of Section 1 of this Policy in respect of liability in connection with the towed vehicle.

Provided always that:

- a** such vehicle is not towed for reward
- b** the Company shall not be liable by reason of this Section of the Policy in respect of damage to the towed vehicle or to property being conveyed by such vehicle.

Section 3: European Economic Community Compulsory Insurance

The 'Liability to Third Parties' Section of this Policy is extended in respect of the use of any vehicle insured hereby to give the minimum indemnity required to comply with the laws relating to compulsory insurance of motor vehicles in any country which is a member of the European Economic Community or any other country in respect of which the Commission of the European Economic Community is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EEG Directive on insurance of civil liabilities arising from the use of motor vehicles (NO 72/166/EEC).

Section 4: Avoidance of Certain Terms and Right of Recovery

Nothing in this Policy or in any Endorsement thereon shall affect the right of any person indemnified by this Policy or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which the Policy operates relating to the insurance of liability to Third Parties BUT the Policyholder shall repay to the Company all sums paid by the company which the Company would not have been liable to pay but for the provisions of such law.

Section 5: Emergency Treatment

The Company will indemnify any person using a motor vehicle in respect of which indemnity is provided under this Policy against liability under the Road Traffic Acts to pay for emergency treatment of injuries caused by or arising out of the use of such vehicle in any territory to which any of such Acts applies.

Section 6: Application of Limits of Indemnity

In the event of any accident involving indemnity to more than one person any limitation by the terms of this Policy or of any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the policyholder.

Section 7: Law Applicable

Under European Law, you and we may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise. We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

Important Information

Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid unless a claim has been made.

Termination

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made based on the number of days remaining in the Policy period, unless a claim has been made when no refund is due.

Your Fixed Sum Credit Agreement

Your right to withdraw from your credit agreement

If you have chosen to pay by instalments, you may withdraw from your credit agreement within 15 days of receiving it. If you would like to withdraw from your credit agreement, please call us on 0345 303 1760 or write to us at the address shown on your documents. If you withdraw from your Agreement you will need to arrange for payment of any outstanding policy premium.

You have the right to withdraw from the credit agreement at any time. If you wish to do so you should let us know. If you do this any outstanding balance of the policy premium must be settled in order for your insurance cover to continue under the policy.

Other important information about your credit agreement

If you decide to cancel your policy, your credit agreement will automatically be withdrawn; any refunds will be paid pro rata unless there is a claim, when the full premium will be due. We may withdraw from your credit agreement if you fail to pay any instalment by the due date. For full details please see the terms of your Fixed Sum Credit Agreement.

It is possible that other taxes or costs not imposed by us may apply to this Agreement.

If you have a complaint about your credit agreement, read the 'How to complain' section.

English law applies to your Agreement and courts in England or Wales may deal with disputes in connection with this Agreement unless you live in Scotland where Scottish law will apply and Scottish courts may deal with disputes in connection with this Agreement.

We have supplied this agreement and other information to you in English and we will continue to communicate with you in English.

How to make a claim

Please contact, in the first instance, the Broker, Intermediary or Agent who arranged the Policy. Please quote your policy number.

How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number.

The Chief Executive,
NIG
Churchill Court,
Westmoreland Road,
Bromley BR1 1DP.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service
Exchange Tower London E14 9SR
Telephone: 0800 023 4567 or 0300 123 9123.

Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on 0800 111 6768. The Prudential Regulation Authority website can be visited at www.bankofengland.co.uk/pru, or the Prudential Regulation Authority can be contacted on 020 7601 4878.

Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint to be dealt with promptly.

Office of Issue

