

## **CROWBOROUGH TOWN COUNCIL**

To all Members of the **FINANCE and GENERAL PURPOSES** Committee (with copies to all other Members for information).

You are summoned to attend an EXTRAORDINARY meeting of the **FINANCE and GENERAL PURPOSES** Committee to be held at the Council Offices, Pine Grove, Crowborough on **Tuesday 29<sup>th</sup> November 2022**

at 7.00 pm when it is proposed to transact the following business:

**Caroline Miles, Town Clerk**  
**23<sup>rd</sup> November 2022**

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MEETINGS OF THE COUNCIL ARE OPEN TO THE PUBLIC.

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Questions from members of the public (15 minutes maximum)

**IN VIEW OF THE CONFIDENTIAL NATURE OF THE DISCUSSION OF SOME ITEMS ON THIS AGENDA, THE PRESS AND PUBLIC MAY BE EXCLUDED UNDER THE PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960**

- 1. APOLOGIES**
- 2. DECLARATIONS OF INTEREST**
- 3. MINUTES**
  - 3.1 To **adopt** the minutes of 11<sup>th</sup> October 2022 as a true record of the meeting
- 4. FINANCE REPORT**
  - 4.1 To **consider** the officer's report and **agree** any action.
- 5. URGENT MATTERS AT THE DISCRETION OF THE CHAIRMAN FOR NOTING AND/OR INCLUSION ON A FUTURE AGENDA**



**TITLE:** Finance Report  
**AGENDA ITEM NUMBER:** 4  
**MEETING DATE:** 29<sup>th</sup> November 2022  
**COUNCIL/COMMITTEE:** F&GP Committee  
**PURPOSE OF REPORT:** 4.1 This report covers the quotes received from insurance companies.

**SUPPORTING DOCUMENTS:** Appendix A – Renewal Quote from Zurich  
Appendix B – Policy Schedule from Zurich  
Appendix C – Vehicle Insurance (Option C)  
Appendix D – Engineering Schedule and quote (Option C)

**CONTACT OFFICER:** RFO

<b>OFFICER RECOMMENDATIONS:</b>	
	The Committee is RECOMMENDED to: (1) <b>Discuss</b> the renewal quotes received and <b>decide</b> on insurance cover. Appendix A to C

#### 4.1 Insurance

##### Background

The current insurance policy is provided by Zurich and has run for the last three years.

As part of the due diligence process and to ensure that the Council is receiving the best cover with value for money, a regular review of the insurance cover and premiums is undertaken.

The current premium £18,309

As part of this process, four insurance companies were asked to review and quote the insurance cover.

One company did review the existing cover and decided to withdraw from the process as they believed that their quote would not be competitive. This premium was in the region of £38,000.

For your information, £19,500 has been entered in the proposed budget for 2023/24

### Option A

Appendix A shows the renewal premium received from the existing provider. The changes from the previous cover are as follows:

Insurance of Alderbrook Football Stadium removed as this is owned and covered by CAFC

Buildings at the Camping and Caravanning Club removed as the buildings and infrastructure are insured under their policy

Contents cover is now provided for Whitehill Centre and The Chapel

Loss of income cover is now provided against areas that are leased/rented out

Play equipment to the value of £650,000 will now be insured

Terrorism cover is now included under a separate policy with a premium of £683.31. It has been advised that Pine Grove should be covered for this eventuality and this policy would cover all of the Councils buildings. Play equipment would not be covered. If this were to be included the premium would be £723.58.

The annual premium would be £18,919.30 with a possible extension option of 1 or 2 years.

Alternatively, Zurich will offer a three-year deal with a premium of £19,946.94 with a possible extension option of 1 or 2 years.

Appendix B shows the insurance policy schedule from Zurich

### Option B

The following quote has been provided by BHIP Insurance.

Please note the premium quoted for the Commercial Combined policy is **an indication of cost only** due to the outstanding construction information required by insurers for the Pine Grove location. This insurance company would like further details on the construction of Pine Grove and in particular the cladding around the building

The indication does not include any potential discounts for membership of LCAS or a 3 year Long Term Agreement.

\*\* Indication only

<b>POLICY</b>	<b>PREMIUM</b>	<b>IPT / VAT</b>	<b>PREMIUM incl IPT / VAT</b>
Commercial Combined incl Terrorism **	£ 19,400.00	£ 2,328.00	£ 21,728.00
Motor Fleet	£ 3,744.00	£ 449.28	£ 4,193.28
Engineering Inspection	£ 349.33	£ 69.87 (VAT)	£ 419.20
PA Travel	£ 780.00	£ 93.60	£ 873.60
	<b>£ 24,273.33</b>		<b>£ 27,214.08</b>

#### Option C

This company has only been able to provide insurance quotes for the vehicle policy and the Engineering policy which are attached as Appendix C and D retrospectively. They are waiting on the main policy to come through from Aviva and believe that it would be competitive to Option B. They are aware that they haven't met the deadline.

It is recommended that we stay with our existing insurance provider on the 3 year deal with the option to extend this by a further 1 or 2 year period.

**RFO**

INSURANCE RENEWAL PROPOSAL  
FOR  
Crowborough Town Council

Prepared by

**Mr Jonathan Meiseles**

9th November 2022

# 1. Introduction

Thank you for insuring with us last year.

We hope that you will renew your policy with us for the coming year. If you do, you will continue to receive the combination of high quality insurance, excellent service and competitive pricing that we provide.

- **High quality insurance**

Our policy has been designed for Councils such as yours. We have over 20 years of experience working with Town, Parish and Community Councils and are the largest insurer of public services in the UK.

Zurich are also pleased to announce that **Key Personnel cover** is available as a paid for option to all Town, Parish and Community Council policies. Key Personnel insurance is designed to protect councils 24 hours a day, 7 days a week in the event that an accident or assault renders a vital member of your team unable to work to their normal capacity. Your council could claim weekly benefits of up to £500 to assist with replacing vital staff or volunteers.

- **Excellent service**

We pride ourselves on providing swift, friendly service. Highlights of this service include: a dedicated Account Manager (you have my direct line and email address); no admin fees when you make a change to your policy; and free access to legal and counselling helplines. Our customer service currently scores 4.7 out of 5 on the independent rating site Feefo.

Should you need to make a claim, it will be managed by our dedicated team of claims specialists. They will work with you to settle the claim quickly and minimise disruption in the meantime. They manage claims ranging from the simplest accidental damage to the most complex legal cases, so, whatever may happen, you will have experts on your side.

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### Competitive pricing

We are proposing premiums shown in the table below

LTA Term*	Price proposed for this year (including all applicable taxes)	Additional premium to add the Play Equipment for All Risks cover for £650,000
Extension of existing agreement for 1 or 2 years	<b>£17,402.62</b>	<b>£1,516.68</b>
New 3 year agreement with the extension option	<b>£18,278.59</b>	<b>£1,668.35</b>

### Terrorism Cover

You also asked for a quote for Terrorism cover. Just so you are aware, the Terrorism cover is to provide cover for your Buildings in the event of a declared terrorist act. On your buildings cover this is an exclusion and this buys back the cover which is provided by Pool Re. It is not subject to the Long Term Agreement and as such does not generate any discounts at all.

To have this cover included the additional premium would be **£683.31 including IPT**. This quotation does not include the Play Equipment. If you did decide to add the Play Equipment on your policy, then the Terrorism quote would increase to **£723.58 including IPT**

\* You may choose to enter a Long Term Agreement with us, this would reduce the price of your policy over the life of the agreement in return for your commitment to stay with us. See Section 4 for details.

In addition to these benefits, if you choose to renew with us you will have bought from a company that makes a significant contribution to society: The Zurich Community Trust, a registered charity that is funded by corporate and employee donations, has given support to over 600 UK and overseas charities through grants and volunteering programmes.

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## 2. Next steps

It is important that you **carefully read the attached document your 'Local Council Policy Schedule'** and check that the facts we have about you are correct and that we have included all the covers that you want. Please call us if you have any questions or need to make changes.

Once you are happy with the Schedule, all your organisation needs to do to purchase your policy is send us an acceptance email.



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### 3. The cost of this policy

The cost of this policy is £17,402.62 (including taxes, based on a 1 year agreement).

This is made up of £15,502.11 for your policy, £1,799.87 Insurance Premium Tax (at the prevailing rate, which is levied on insurance policies) and £100.64 VAT

This quotation is valid for 90 days from the quotation date specified on the front cover of this proposal.

### 4. Long Term Agreement

You may choose to set up a Long Term Agreement (LTA) with us. This means that you commit to keep your policy with us for the period of the LTA and in return you receive the discount detailed in the pricing table.

An LTA will also freeze the rates which we apply to your sums insured or indemnity levels in order to calculate your annual premium. So, if we raise rates during your LTA, the rise won't apply to your premium.

Please note, this doesn't mean that your premium will not rise over the period of the LTA. It would rise if:

- a) Your sums insured increase

We will index-link your sums insured.

- b) Your levels of indemnity increase

Again, this may be necessary to ensure that your policy is giving you the appropriate level of protection.

- c) Your claims history is poor

If this did occur, you would have the option to exit the LTA.

The following lines of cover are not subject to LTA rate freezes: Engineering, Legal Expenses and Terrorism.

Do please contact us if you have any questions or would like to set up an LTA.

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## 5. How we will support you

We will be available to support you throughout the year with activities such as:

- Insuring new projects and events which you may be considering
- Making changes to your policy
- De-mystifying the sometimes complicated language used in insurance documents

Our approach to fees:

- We do not charge administrative fees or for providing duplicate documents.
- We will make no charge if you request changes or amendments to your policy that would cost less than £50.

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## 6. Changes to your policy wording

We would like to draw your attention to some specific changes to the Policy schedule. For the most part these amendments are clarifications of the Policy wording, however some of them could be considered to be a change to the Policy terms.

*Business Interruption – We have applied a new endorsement that can be found on your policy schedule. This endorsement restates the special extension provided under section 5.2 in respect of notifiable diseases. Whilst our policy limits remain unchanged, notifiable diseases are now clearly defined under the policy providing clarity as to when this cover will operate.*

Please email or call me if you have any questions about these changes.

## 7. How to purchase this policy

To renew this policy, all you need to do is call or send us an email confirming that you wish to go ahead.

We will then email you electronic copies of your policy documents, along with an invoice. Payment is due before your cover starts, or immediately if your cover is already in place. Failure to do so could result in your insurance being cancelled.

## 8. Conclusion

This proposal and the attached 'Local Council Policy Schedule' should clearly describe your insurance requirements and how we plan to meet them. If they do not, or if you have any questions, please contact me on 01243 832117 or at [jonathan.meiseles@uk.zurich.com](mailto:jonathan.meiseles@uk.zurich.com)

We hope that a combination of our council expertise, the service we provide, and the price offered will convince you to renew your insurance with us.

**Zurich Municipal is a trading name of Zurich Insurance plc.** A public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK Branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised and regulated by the Central Bank of Ireland. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

Ms Karen Whiley  
Crowborough Town Council  
Council Offices  
Pine Grove  
Crowborough  
East Sussex  
TN6 1DH

## Select for Local Councils Policy Schedule

This insurance policy, which meets your demands and needs, has been based on the latest information obtained from you. The Policy, the Policy Schedule, any Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule.

Policy Number	YLL-272012-4613
Insured	Crowborough Town Council
Business	Parish / Town Council
Period of Insurance	
From	06 <sup>th</sup> December 2022
To	05 <sup>th</sup> December 2023

and any other period for which cover has been agreed.

Renewal Premium	TBC
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Premiums are inclusive of Insurance Premium Tax and/or VAT as appropriate.

Schedule Number	105507729
Long term agreement active until	TBC
Preparation Date	09 <sup>th</sup> November 2022
Prepared by	Mr Jonathan Meiseles
Policy Form Reference	MLAACE06

### Policy Cover Declaration:

You, the Insured, are not aware of any known losses or events that could give rise to a claim, or circumstances that would be prejudicial to us, the Insurer, should the basis of cover on the below given insurance product (s) be changed.

This is important information, please read it carefully and check that the facts given about you are correct and that we have included all the covers that you require. We are unable to give you advice so it is your responsibility to check the cover is correct for your organisation.

## Important information

### **Taking reasonable care**

We require that you take reasonable care in managing your activities. Where appropriate this requires you to do the following:

- Keep written risk assessments for your key activities
- Keep written records of your staff and volunteer training. For example, manual handling training, or for use of tools and machinery
- Abide by any rules, guidelines or advice that is given to you by any relevant authority, such as a Local Authority, or the Health and Safety Executive

We want you to be confident about your insurance and understand what is required of you. Please contact us if you have any questions relating to the above.

## Lines of Cover applying

### Part A – Material Damage

#### Table Headings

Contents (a)	Furniture, fixtures, fittings and tenants improvements
Contents (b)	Other contents and consumable stock not specified below including printed books and unused stationery
Contents (c)	Computer equipment, other office equipment and sports equipment
Contents (d)	Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment
Contents (e)	Tobacco
Contents (f)	Camcorders, videos and gaming machines
Contents (g)	Civic Regalia

#### Sums Insured

Premises Address	Buildings Sum Insured	Loss of Rent	Contents (a)	Contents (b)	Contents (c)	Contents (d)	Contents (e)	Contents (f)	Contents (g)
1. Public Toilet, Address, Wolfe Recreation Ground, Blackness Road, Crowborough, East Sussex, TN6 2NA	£50,000.00	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
2. Cricket Shed, Address, Wolfe Recreation Ground, Blackness Road, Crowborough, East Sussex, TN6 2NA	£132,000.00	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
3. Tractor Shed, Address, Wolfe Recreation Ground, Blackness Road, Crowborough, East Sussex, TN6 2NA	£259,000.00	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
4. Wolfe Pavilion, Address, Wolfe Recreation Ground, Blackness Road, Crowborough, East Sussex, TN6 2NA	£448,000.00	N/A	£15,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

5. Wolfe Cottage, Address, Wolfe Recreation Ground, Blackness Road, Crowborough, East Sussex, TN6 2NA	£393,712.13	£24,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
6. Cemetery Chapel, Address, Herne Road, Crowborough, East Sussex, TN6 2NT	£150,000.00	N/A	£15,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
7. Whitehill Centre, Address, Whitehill Road, Crowborough, East Sussex, TN6 1NT	£256,000.00	£16,000.00	£15,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
8. Goldsmiths Changing Rooms, Address, Goldsmiths Recreation Ground, Eridge Road, Crowborough, East Sussex, TN6 2TN	£400,000.00	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
9. Kiosk and Toilet, Address, Goldsmiths Recreation Ground, Eridge Road, Crowborough, East Sussex, TN6 2TN	£110,000.00	£5,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
10. Bowls Club, Address, Luxford Lane, Crowborough, East Sussex, TN6 2PQ	£350,000.00	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
11. Miniature Railway Station, Address, Goldsmiths Recreation Ground, Crowborough, East Sussex, TN6 2TN	£25,000.00	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
12. Address, Council Offices, Pine Grove,	£7,000,000.00	N/A	£56,194.52	£6,143.69	£32,019.10	£0.00	£0.00	£0.00	£0.00



Crowborough, East Sussex, TN6 1DH									
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**For Premises:** 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

**Insured Perils applicable to Material Damage:** 1-16

**Excesses Applicable to Premises**

The following Excesses apply to each and every loss arising in respect of each and every separate premises:

Accidental Damage	£100
Theft	£100
Riot civil commotion and Malicious Persons	£250
Storm or Flood	£250
Escape of Water	£250
Falling Trees or Branches	£250
Subsidence	£1,000

**Operative Endorsements:** 1, 2, 3, 5, 6, 7, 8 & 9 (please refer to the Endorsement section of the policy wording)

**Part B – Business Interruption**

Premises Address	Additional Expenditure	Indemnity Period (Months)	Loss of Data	Indemnity Period (Months)	Loss of Gross Revenue	Indemnity Period (Months)
Wolfe Recreation Ground, Blackness Road, Crowborough, East Sussex, TN6 2NA	N/A		N/A		N/A	
Whitehill Road, Crowborough, East Sussex, TN6 1NT	N/A		N/A		N/A	
Goldsmiths Recreation Ground, Eridge Road, Crowborough, East Sussex, TN6 2TN	N/A		N/A		N/A	
Council Offices, Pine Grove, Crowborough, East Sussex, TN6 1DH	£100,000	24	N/A		£60,000	24

**For Premises:** 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

**Insured Perils applicable to Business Interruption:** 1-16

**Operative Endorsements:**

None

**Part C – All Risks**
**Table Headings**

Contents (a)	Furniture, fixtures, fittings and tenants improvements
Contents (b)	Other Contents and consumable stock not specified below including printed books and unused stationery
Contents (c)	Computer Equipment, other office equipment and sports equipment
Contents (d)	Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment
Contents (e)	Tobacco
Contents (f)	Camcorders, videos and gaming machines
Contents (g)	Civic Regalia

**Additional Items:**

Where no premises address is shown, the item is not based at one location and cover is provided anywhere within the **territorial limits**.

Item Description	Sum Insured	Excess
Lighting the Piste	£4,072.08	£100
Statue of Sir Arthur Conan Doyle	£83,278.38	£100
Three Chains of Office including 2 visits to France (for up to 7 days per visit)	£6,234.61	£100
Miscellaneous items of Grounds Maintenance Equipment in accordance with inventory held by the Insured	£207,512.01	£100
CCTV Equipment	£71,048.99	£100
Security Cameras	£8,144.13	£100
16 Bus Shelters	£74,651.16	£100
Toilet at Owlsbury	£9,224.75	£100
Bus Shelter in Croft Road	£5,629.52	£100
Cricket Scoreboard at Wolfe Recreation Ground, Blackness Road	£4,315.54	£100
Tiny Sport Robot Line Marker	£20,618.59	£100
Hired in Marquees/Stalls/Equipment for events for up to 1 week per year	£110,688.64	£100

The excess stated applies to each and every loss.

**Operative Endorsements:** 1, 2, 3 & 7 (please refer to the Endorsement section of the policy wording)

**Part D – Money**

	<b>Limit any one loss</b>
1. Loss of Non-Negotiable Money in the situations specified in items 2(a), 2(b), 2(c)(i) and 2(c)(ii):	£250,000
2. Loss of other Money:	
(a) in transit in the custody of any <b>Member</b> or <b>Employee</b> or in transit by registered post (limit £250), or in a Bank Night Safe	£10,000
(b) in the private residence of any <b>Member</b> or <b>Employee</b>	£250
(c) in the <b>premises</b>	
(i) in the custody of or under the actual supervision of any <b>Member</b> or <b>Employee</b>	£10,000
(ii) in locked safes or strongrooms	£10,000
(iii) in locked receptacles other than safes or strongrooms	£250

**Excess:** £50 each and every loss

**Personal Accident Assault Limits:** Stated in Section 3(c) of the policy wording

Operative Endorsements:

1. In respect of **Section 1 – Special Definitions**, the definition of Person Insured is extended to include any person between the ages of 16 and 90.

## Part E – Public Liability

**Limit of Indemnity:** £15,000,000

**Excess:** £100 each and every claim in respect of Section 2(d)(ii)

### Operative Endorsements:

1. Environmental Clean Up Costs. The following Special Definitions are added to Section 1:

#### Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

#### Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

#### Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the territorial limits.

#### Cover

With effect from 01 July 2009 or the inception of the policy if later, the **insurer** will indemnify the **insured** in respect of all sums including statutory debts that the **insured** is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) the **insurer's** liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the insurer will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

## Exclusions

The **insurer** shall be under no liability:

1. in respect of Clean up Costs for **damage** to the **Insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
2. for **damage** connected with pre-existing contaminated property
3. for **damage** caused by a succession of several events where such individual event would not warrant immediate action
4. in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
5. in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
6. in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
7. for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
8. in respect of costs for the reinstatement or reintroduction of flora or fauna
9. for **damage** caused deliberately or intentionally by the **insured** or where they have knowingly deviated from environmental protection rulings or where the **insured** has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
10. in respect of fines or penalties of any kind
11. for **damage** caused by the ownership or operation on behalf of the **insured** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
12. for **damage** which is covered by a more specific insurance policy
13. for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
14. for **damage** caused by disease in animals belonging to or kept or sold by the **insured**.

**Part F – Hirers' Liability**

**Limit of Indemnity:** £2,000,000

**Excess:** £100 each and every claim for damage to the premises or contents caused other than by fire or explosion

**Operative Endorsements**

None

**Part G – Employers Liability**

**Limit of Indemnity:** £10,000,000

**Operative Endorsements:**

None

**Part H – Libel and Slander**

**Sum Insured** £250,000

**Excess:** 10% each and every claim or £1,000 whichever is the lower

**Operative Endorsements**

None



**Part I – Motor Vehicles**

<b>Insured Vehicle:</b> All as described in <b>Persons Entitled to Drive:</b> the Certificate of <b>Limitation as to Use:</b> Motor Insurance	<b>Cover:</b> Section 22  A. Comprehensive
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<b>Excess : Section 23</b>	
<b>Amount</b>	<b>Description</b>
£ 150	Accidental Damage , Fire , Theft , Windscreen , Theft total loss
£ Nil	Third party
Additional to any other Excess which applies	

<b>Age and Inexperienced Driver Excess: Section 11</b>		
(a)	Under 25 years	£150
(b)	Over 25 years inexperienced	£150
Additional to any other Excess which applies		

<b>Repair Limit:</b> £Nil
Section 12

<b>Damage to Property Limit:</b>
£5,000,000 Applicable to any Commercial Vehicle, Minibus, Agricultural Vehicle and Special Type
£50,000,000 Applicable to any Private Motor Car

<b>Personal Effects Limit:</b> £150
Section 13

<b>Medical Expenses Limit:</b> £250
Section 14

**Additional Cover : Section 25**

U. Occasional Business Use	Not Operative
V. Loss of No Claim Discount/Excess	Not Operative

**Operative Endorsements:**

None

**Part J – Motor Legal Expenses and Uninsured Loss Recovery**

**Limit of Indemnity:**

£100,000 per insured incident

**Part K – Inspection Contract**

**Service:** Inspections of each item of Plant described in the Plant Specification under Contract Number EI-272012-4617.

**Part L – Plant Protection**

**Cover:** As described in the Plant Specification by means of cover codes as defined in Section 12 in respect of each item of plant

	<b>Limits of Indemnity</b>
Section 2(a) Insured Damage to Plant	£500,000
Section 2(b) Own Surrounding Property Damage	£500,000

**Excess:** £100 each and every loss

### Part N – Fidelity Guarantee

<b>Persons Guaranteed:</b>	<b>Sum Guaranteed</b>
All members and employees	£5,000,000

**Excess:** £100 each and every loss

### Part O – Personal Accident

Cover is limited to £500,000 any one person and £2,000,000 any one incident.

#### Persons Insured:

##### Employees

Capital	5.00 times annual earnings
Weekly	1.00 times weekly earnings
Cover	Sections 2 and 3 - Accident and Assault Cover

##### Volunteers

Capital Sum	£60,000.00
Weekly Sum	£50.00
Cover	Sections 2 and 3 - Accident and Assault Cover

##### Directors/Councillors

Capital Sum	£60,000.00
Weekly Sum	£50.00
Cover	Sections 2 and 3 - Accident and Assault Cover

#### Operative Endorsement:

1) Special Condition 4 of Section 5 is inoperative provided always that the **insurer** will not make any payment of any benefit or in respect of any expense or loss arising from any Person Insured who has attained the age of 90 years unless such expense or loss arises during the period of insurance during which the Person Insured attains the age of 90

## Part P – Legal Expenses

### Section:

3. Employment Disputes and Compensation Awards	Operative
4. Legal Defence	Operative
5. Property Protection and Bodily Injury	Operative
6. Tax Protection	Operative
7. Contract Disputes - £5,000 Limit	Operative
8. Statutory Licence Protection	Operative
<b>Limit of Indemnity:</b>	£200,000

### Operative Endorsements

The following is also operative: Debt Recovery

#### Insured Incident

The **insurer** will negotiate for the **insured's** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or of services, provided always that:

- the amount of the debt exceeds £250 (incl VAT)
- the claim under this Part is made within 90 days of the money becoming due and payable
- the **insurer** has the right to select the method of enforcement, or to forego enforcing judgment if the **insurer** is not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

#### Exceptions

We will not provide indemnity in respect of or arising from or relating to:

- any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section
- the recovery of money and interest due from another party where the other party intimates that a defence exists
- any claim relating to:
  - any settlement payable under an insurance policy
  - any lease, licence or tenancy of land or buildings
  - any motor vehicle owned by, or hired or leased to you other than agreements relating to the sale of motor vehicles where you are engaged in the business of selling motor vehicles
- any dispute which arises out of the purchase, hire, sale or provision of computer hardware, software, systems or services.

## General Notes

### 1. Fair presentation of the risk

You must make a fair presentation of the risk to us at inception, renewal and variation of your policy. This means that we must be told about all facts and circumstances which may be material to the risks covered by the policy and that you must not make a misrepresentation to us about any material facts. As part of your duty of fair presentation, you must ensure that the information detailed within the schedule is correct and complete. A material fact is one which would influence the acceptance or assessment of the risk. If you have any doubt about facts considered material, it is in your interests to disclose them to us.

Failure to make a fair presentation of the risk could result in the policy either being avoided, written on different terms or a higher premium being charged, depending on the circumstances surrounding the failure to present the risk fairly.

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which has the aim to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Insurance Act 2015. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

### 2. Cancellation

All insurance policies run for a fixed period of time. The Insured can terminate an insurance contract verbally or in writing at any time by calling 0800 917 9531 or emailing [Customers.team@uk.zurich.com](mailto:Customers.team@uk.zurich.com). Zurich may cancel the policy by giving 30 days' notice in writing. In such an event the insured will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

If you cancel your policy before the start date, you will be entitled to a full refund of premium. If you cancel within 14 days of the start date, you will be entitled to a full refund of premium, providing no claim has been made. After 14 days, if no claim has been made, we may offer a full or partial refund, depending on the time the policy was on risk and the circumstances at the time of the cancellation request. Please note, a cancellation charge of £50 may be applied.

### 3. Bonus and fee structure

Employees and businesses who work for ZIP UK are remunerated in various different ways for selling insurance contracts. Employees receive a basic salary and also receive a bonus based on a number of factors, including the achievement of sales and quality targets. Businesses which work for the insurer on an outsourced basis receive a fee and also additional payments based on a number of factors, including the achievement of sales and quality targets.

## Claims contact information

If you need advice on a claim, it is important that you speak to the appropriate specialist. Claims specialists are available to discuss your cover and advise you on how to make a claim. Their contact details are:

Type of Claim	Claims team	Claims contact details	
Buildings, contents including "All Risks" Items	Property Claims	Tel:	0800 028 0336
Business interruption		Email:	<a href="mailto:farnboroughpropertyclaims@uk.zurich.com">farnboroughpropertyclaims@uk.zurich.com</a>
Money		Address:	Zurich Municipal Property Claims, Zurich Financial Services, PO Box 3303, Interface Business Park, Swindon, SN4 8WF
Works in progress			
Public liability	Liability Claims	Tel:	0800 876 6984
Employers liability		Email:	<a href="mailto:fnc@uk.zurich.com">fnc@uk.zurich.com</a> (new claims) <a href="mailto:zmflc@uk.zurich.com">zmflc@uk.zurich.com</a> (subsequent correspondence)
Personal assault under Money			
Personal accident		Address:	Zurich Municipal Casualty Claims, Zurich House, 1 Gladiator Way, Farnborough, Hampshire, GU14 6GB (DX 140850, Farnborough 4)
Financial and administrative liability			
Professional negligence			
Hirers liability			
Fidelity guarantee			
Libel and slander			
Engineering insurance			
Engineering – Deterioration of stock			
Business travel			
Motor			
		Email:	<a href="mailto:zmmotorclaimsoffice@uk.zurich.com">zmmotorclaimsoffice@uk.zurich.com</a>
		Address:	Zurich Municipal Motor Claims, PO Box 3322, Interface Business Park, Swindon, SN4 8XW
Legal Expenses	DAS Legal Claims	Tel:	0117 934 2116 (Switchboard)

## General claims procedure

This is a description of the general claims procedure you will need to follow:

1. Contact the relevant claims office, to notify the claim
2. If necessary, a claim form will be sent out to you for completion, or you will be asked to send details in writing
3. In the event of uncertainty, please call the relevant office for guidance.
4. Out of hours/Emergency Property losses - please contact 0800 028 0336
5. Track open claims on-line at: <https://www.zurich.co.uk/municipal/existing-customers>

**DAS Head and Registered Office:**

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH  
Registered in England and Wales | Company Number 103274 Website: [www.das.co.uk](http://www.das.co.uk)  
DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority  
and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

**DAS Law Limited Head and Registered Office:**

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL  
Registered in England and Wales | Company Number 5417859 Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)  
DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Zurich Municipal is a trading name of Zurich Insurance plc. A public limited company incorporated in Ireland Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park. Dublin 4, Ireland. UK Branch registered in England and Wales, Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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The specialist  
motor insurer

## Local Council Motor Insurance Quotation

**IMPORTANT NOTE:** Please read the following information carefully. These are the details supplied by you and on which the contract is based. If these details are correct there is no need for you to take any further action. If any details are incorrect or incomplete you should contact your insurance advisor immediately and inform them of any amendments. If the risk remains acceptable, they will then issue a further Statement of Facts showing the correct information. Failure to notify us of any errors, omissions or amendments could result in your insurance being invalid. Please keep a record of all information supplied to us for the purpose of entering into this contract.

**Proposer: Crowborough Town Council**

**Address: Pinegrove, Crowborough, East Sussex, TN6 1DH**

**Vehicles:**

Make and model	Registration number	Engine size / GVW	Date of first registration	Estimated value	Qualifying no claim discount at policy start date
John Deere 1400T Tractor	GY06 GYK		2006	£500	
John Deere 2320 Mini Tra	GX07 GDE		2007	£1,500	
Case Farnell Tractor	EU67 BYC		2017	£35,000	
Outfront Ride On mower	GX13 EKG			£1,500	
Land Rover	GY05 SKV	3.5t	2005	m/v	
Transit Van	GX15 YKW	3.5t	2015	m/v	
Ford Transit	GU66 GZZ	3.5t	2016	m/v	
Nissan NV200	SN21 EKE	3.5t	2021	m/v	
Ford Transit	GU21 UCF	3.5t	2021	m/v	
Ford Connect Van	GP69 DLK	3.5t			
Kubota F3090 Ride on Mo	Not Reg			TPO	
Kubota Dumper	Not Reg			TPO	

**Cover Operative from:**

**Time:**

**00.01**

**Date: 06.12.2022**

**Use:**

Business purposes of the insured excluding Hire/Reward  
Social, Domestic & Pleasure (excluding Agricultural vehicles)

**Cover applicable:**

Comprehensive/Third Party Only where shown

**Permitted drivers:**

Commercial Vehicles: Any licensed driver 25 years of age or older  
Plus the following named drivers:  
Will Isted DOB 31/05/01 Full Lic 30/08/19  
Kian Herrington DOB 31/01/01 Full Lic 14/09/18  
Adam Booker DOB 20/06/01 Full Lic tbc

Agricultural / Special Types: Any licensed driver 17 years of age or older

**Uninsured Loss Recovery:**

Included

**Excess(es) applicable:**

Accidental Damage / Fire / Theft: £100  
Windscreen replacement: £75 if using an Approved Repairer, otherwise £125

**Annual premium (including IPT)**

£ 4,783.80

### COVER IS SUBJECT TO THE FOLLOWING TERMS

- Proof of No Claims Discount / Confirmed Claims Experience (delete if quote is for an existing WPS client)
- No driver having more than 6 points on their licence or any serious driving conviction in the last 5 years
- Confirmation that any person who may drive has had no accidents / claims / losses (whether to blame or not) in connection with any motor vehicle during the last 3 years other than those noted below?

Date	Own vehicle repair costs	Third party repair costs	Personal injury paid or outstanding	Name of driver	Brief details of circumstances	Conviction imposed YES / NO
2021/22	£58				3 x W/screen Claims	



The specialist  
motor insurer

I/We undertake that the vehicle(s) will not be driven by any person(s) who to my/our knowledge:-

- (a) has been refused any motor vehicle insurance or continuance thereof.
- (b) suffers from a disability or medical condition that must be revealed to the DVLA, whether the driving licence has been restricted or not.
- (c) has during the last 5 years been convicted of any of the following motor offences:-
  - manslaughter, causing death by dangerous driving, dangerous driving, driving under the influence of drink or drugs, failing to stop after an accident, any offence or combination of offences which resulted in suspension from driving, unless such person(s) has been declared to the Underwriters and given permission to drive such vehicle(s).

#### DATA PROTECTION NOTICE

It is a condition of this insurance that you read and accept the terms of this data-protection notice. You should show this notice to anyone covered by this insurance.

We will process the details you have provided in line with the Data Protection Act 1998 and other laws which may apply. We share information with approved organisations for the purposes of providing the insurance and to prevent fraud. Your information may also be processed outside of the European area. In all instances we make sure we provide an adequate level of protection for your information.

So that we can assess the terms of an insurance contract or deal with any claims that may arise, we may need to collect information that is classed as 'sensitive' under the Data Protection Act 1998 (such as information on medical conditions or criminal convictions).

To process your information for the purposes of providing insurance and handling claims, we may need to pass your information to other organisations we have carefully chosen as well as other companies in our group.

If we provide a credit facility for you to pay your premiums, we may share your information with credit-reference agencies and other companies for use in credit decisions, to prevent fraud and find people who owe money.

If you have any questions, please contact the Company Secretary at Equity Insurance Group Limited, Library House, New Road, Brentwood, Essex, CM14 4GD.

#### DECLARATION

I/we understand that you will pass the information on this form, and about any incident I/we may give details of to IDS Ltd, Experian and ABI so that they can make it available to other insurers. I/we also understand that, in response to any searches you may make in connection with this application or any incident I/we have given details of, IDS Ltd, Experian and ABI may pass your information they have received from other insurers about other incidents anyone insured to drive the vehicle covered under the policy have been involved in. I/we declare that the answers given (on which the Underwriters will rely when deciding whether to accept the risk and in fixing the premium) are true to the best of my/our knowledge and belief and that the vehicle(s) described is/are in roadworthy condition and that no information has been withheld by me/us that might influence the Underwriters acceptance and assessment of this insurance, and to accept a policy subject to its terms, conditions and exceptions. I/we also agree that if another person has given any information on this form, he or she acted as my/our agent for this purpose. I/we hereby consent to any information you may have about me/us being processed by you for the purpose of providing insurance and claims handling, which may necessitate your providing such information to third parties.

#### IMPORTANT NOTES

1. WARNING: If you are in doubt about a particular fact(s) being material to this insurance you should disclose it/them. Failure to disclose all material information may result in this insurance being void from inception - leaving you without insurance cover. You should keep a complete record (including copies of all letters) of all information supplied to the Underwriters for the purpose of entering into this Contract of Insurance.
2. At your request a copy of this completed form will be supplied to you, provided the request is made within a period of three months after its completion.
3. Underwriters liability does not operate until acceptance has been notified or a Cover Note delivered to the Insured. If the Proposal should disclose any special features the Underwriters may quote special terms and they reserve the right to decline a proposal.
4. Details of full policy terms will be supplied on request.

#### MOTOR INSURANCE DATABASE

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL), the Hunter Database, run by Experian, and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us to check information provided and also to prevent fraudulent claims. We may search these registers when we deal with your request for insurance.

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim.

When you tell us about an incident, we will pass information relating to it to the registers.

Your policy details will be added to the Motor Insurance Database (MID) which is run by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by the DVLA, DVANI, the Insurance Fraud Bureau and other organisations authorised by law for the purposes of, but not limited to, electronic vehicle licensing, Continuous Insurance Enforcement (you can get information about this from the Department of Transport), law enforcement for the purposes of preventing, detecting and catching or prosecuting offenders and by government services and other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in an accident (in the UK, EEA or certain other territories), other insurers or the Motor Insurers' Bureau may search the MID to gather relevant policy information. Anyone making a claim (including their appointed representatives) about a road-traffic accident (including citizens of other countries) may also get relevant information from the MID. It is vital that the MID holds your current registration number. If it is incorrectly shown on the MID, you are at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

You should show this notice to anyone insured to drive the vehicle covered under the policy.

#### PREVENTING AND DETECTING FRAUD AND CLAIMS HISTORY

If false or inaccurate information is provided and fraud is identified we will pass details to fraud-prevention agencies. Law-enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on proposals and claims; or
- checking details on applications for credit facilities.

Please contact us at [www.equityredstar.co.uk](http://www.equityredstar.co.uk) if you want to receive details of the relevant fraud-prevention agencies. We and other organisations from other countries may access and use information recorded by fraud-prevention agencies.

To protect our policyholders, we are members of the Insurance Fraud Bureau (IFB). If you suspect insurance fraud is being committed, you can call them on their confidential cheat line 0800 422 0421.

James Hallam Limited

Spargo House  
10 Budshead Way  
Plymouth  
Plymouth  
PL6 5FE  
GB

Date: 18 November 2022

## QUOTATION DOCUMENT FOR CROWBOROUGH TOWN COUNCIL

Great news! Here is your British Engineering Services quote for your engineering inspection and insurance.

We're really pleased to hear that you take risk as seriously as we do! We're looking forward to the prospect of working together, so if you decide to partner with us, our team of highly skilled Engineer Surveyors will look after you every step of the way.

Who we work with is everything to us, our relationship with our customers really matters. We love working with people who think like we do. We offer a solid approach from the outset making sure we do whatever we need to, to meet your needs. Helping get everyone home safe is a priority and we're happy to do that around the requirements of your business. We're all about enhanced surveying combined with excellent (you might say refreshing) service and logistics. On time. Every time. Whatever the assignment. We pride ourselves on being where we're needed, when we're needed. That's just our thing.

Your quotation is valid for the next 90 days and if you have any questions about anything get in touch, we're here to help. We've enclosed our:

- Quotation Schedule
- Terms & Conditions
- Policy Wording

Please check the Quotation Schedule carefully and make sure it covers everything you've requested. If any of the information supplied is incorrect or incomplete, please get in touch immediately so we can update it. We reserve the right to amend this quotation if there are any changes to the information supplied to us. The Terms & Conditions form part of this contract and are the basis on which we shall provide the service.

If this quotation works for you, please call us and we will activate your contract straight away. The only things we'll need from you are the key contacts name, telephone numbers for each location, an email address, so that we know where to send your electronic reports, and the date of your last/ next inspection. So, if you can get in touch with this information, we'll get things started.

It's our mission to make Britain a safer place and that includes your business. For us, it's a no brainer – leave nothing to chance.

We look forward to hearing from you.

Yours faithfully

**E-Trade Support Team**  
etrading@briteng.co.uk

### Engineering Inspection & Insurance

Quote Number:

**AQR0029794**

Start Date:

**01/12/22**

Quote Value:

**£526.52**

**Plus Taxes**



## ENGINEERING INSPECTION & INSURANCE QUOTATION SCHEDULE

This document is a record of the information provided to British Engineering Services. Please check carefully that all the information shown in it is correct and complete.

<b>Quotation Number</b>	AQR0029794		
<b>Customer Details</b>			
Customer Name:	Crowborough Town Council		
Customer Address:	Council Offices Pine Grove Crowborough East Sussex TN6 1DH United Kingdom		
<b>Intermediary Details</b>			
Intermediary Name:	Seventeen Group Limited		
Intermediary Address:	Spargo House 10 Budshead Way Plymouth Plymouth PL6 5FE GB		
<b>Contract Details</b>			
Start Date:	01/12/22	End Date:	30/11/23
Inspection Fee:	£526.52 Plus Taxes (if applicable)		
Insurance Premium:	£0.00		
<b>Total Price:</b>	<b>£526.52 Plus Taxes (if applicable)</b>		

### Memoranda

Quotation based on the plant schedule provided to British Engineering Services on 01/12/2022.

The Terms & Conditions supplied with the quotation apply to this contract and are the basis on which we shall provide the service. Please read them and retain for future reference. Further copies are available on request from British Engineering Services or your intermediary, or from this web page:

<http://www.britishengineeringservices.co.uk>

In choosing this service you have not received any personal recommendations from British Engineering Services.



**BRITISH  
ENGINEERING  
SERVICES**

## **ENGINEERING INSURANCE**

Important Information

The Policy Wording ("**Policy Wording**"), the Policy Schedule ("**Schedule**") together constitute your Customer's insurance contract with British Engineering Services Ltd.

Before this insurance policy takes effect the Customer has a duty to make a **fair presentation of the risks to be insured**.

*A fair presentation of the risk is one which:*

- discloses to British Engineering Services Ltd every **material circumstance** which the Customer knows of or ought to know of; or
- gives British Engineering Services Ltd sufficient information to put British Engineering Services Ltd on notice that it will need to make further enquiries for the purpose of revealing those material circumstances,
- which makes that disclosure referred to above in a manner which is reasonably clear and accessible to British Engineering Services Ltd;  
and in which every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith.

*A material circumstance* is one that would influence British Engineering Services Ltd's decision as to whether or not to agree to insure the Customer and, if so, the terms of that insurance. If you are in any doubt as to whether a circumstance is material it should be disclosed to British Engineering Services Ltd.

In order to provide a quotation, British Engineering Services Ltd have made the following assumptions about the risk. If any of these assumptions are incorrect, British Engineering Services Ltd must be notified immediately as it may be necessary to revise these terms.

#### **Assumptions**

Neither the Insured, their directors or partners have ever:

- i. been declared bankrupt, insolvent, been the subject of a county court judgment in respect of debt,
- ii. had a receiver or liquidator appointed,
- iii. been disqualified under the Company Directors Disqualification Act 1986,
- iv. been convicted or charged for a criminal offence.
- v. had an insurance contract cancelled or declared void or a claim repudiated or renewal refused due to breach of a policy condition or risk improvement.

If you are unsure about the materiality of the information to be provided to British Engineering Services Ltd you must bring them to our attention.

If you determine that any information provided to British Engineering Services Ltd is materially inaccurate, or if any of the details set out in the Policy Schedule are incorrect, you must tell us, as it may adversely affect the insurance cover provided to your Customer under the Policy. Please telephone us immediately and no later than 14 days from the date of this letter.

We reserve the right to amend our terms and/or amend the premium.

# ENGINEERING INSPECTION & INSURANCE QUOTATION SUMMARY

<b>Contract Number</b>	ACT000525954
<b>Customer Name</b>	Crowborough Town Council
<b>Location</b>	<b>Discipline</b>
Council Offices, Pine Grove, Crowborough, East Sussex, TN6 1DH, United Kingdom	Machinery Item
Wolfe Yard, Blackness Road, Crowborough, East Sussex, TN6 2NA, United Kingdom	Machinery Item

Site Address	Plant Details	Frequency (months)	Insured	Quantity
Wolfe Yard, Blackness Road, Crowborough, East Sussex, TN6 2NA, United Kingdom	Lifting Jack, all sizes	12	No	1
Council Offices, Pine Grove, Crowborough, East Sussex, TN6 1DH, United Kingdom	Passenger Lift, powered, up to 2 floors	6	No	2

## Engineering Insurance Cover Summary

Sudden and Unforeseen Damage -	Plant and Equipment as specified within the Schedule
Sum Insured -	£750,000
Policy Holders Contribution -	£100.00



**BRITISH  
ENGINEERING  
SERVICES**

## **ENGINEERING INSPECTION SERVICES**

Terms and Conditions



## Interpretation

These terms and conditions, along with the Contract/Renewal Schedule, Plant Schedule and our published schedule of Fees form the contract (the Contract) between:

- you, the customer or insured named in the Contract/Renewal Schedule; and
- us, British Engineering Services. Registered office: British Engineering Services Limited, Unit 718, Eddington Way, Birchwood Park, Warrington, WA3 6BA. Tel: 0345 678 2985, info@briteng.co.uk, britishengineeringservices.co.uk

This document sets out the terms and conditions under which we provide inspection services to you. It is an important document and you should keep it in a safe place. It comprises the following sections:

- Definitions
- Our responsibilities
- Your responsibilities
- General provisions
- Exclusions and additional charges

If there is any conflict between the Contract/Renewal Schedule and any other provision of these terms and conditions, the Contract/Renewal Schedule will prevail. We only provide services to you on these terms and conditions. These terms and conditions will apply to any supply of services by us to you (even if you subsequently send us your terms and conditions) unless we agree otherwise in writing.

Please read these terms and conditions carefully to ensure your requirements are met.

### Definitions

The following words and terms have the meanings shown wherever they appear in the Contract.

“Contract/Renewal Schedule” means the document setting out your details, the period of the Contract, where the Inspection Service is to be carried out, the Fee, and where applicable, the insurance policy memorandum and the insurance cover.

“Engineer Surveyor” means an engineer surveyor or an approved sub-contractor authorised by us to perform the Inspection Service.

“Examination” means the inspection of equipment or machinery.

“Existing Overdue Position” means in relation to any Plant, that such Plant is (or is due to become) overdue for statutory inspection:

a) as at the start date of the Contract;

b) as at the date which such Plant is added to the Plant Schedule; or

c) within four weeks of the dates set out in (a) and (b) above.

“Fee” means our fees for performing the Inspection Service, which are payable and may be adjusted under clause 6. This Fee covers Examinations at recognised national standard frequencies on a per-inspection completed basis or as per the Written Scheme of Examination.

“Inspection Service” is the service that we provide to you, which includes:

a) providing you with an Engineer Surveyor to perform the periodical Examination of that Plant which is safely accessible and appropriately prepared for examination;

b) providing you with an Examination report which complies with applicable statutory requirements; and

c) our staff complying with your local site requirements and health and safety procedures.

“Moved About Plant” means any item of Plant that may be inspected at various locations.

“Plant” means all machinery and equipment on which we have agreed to carry out Examinations for you to the extent of the Scope of Examination.

“Plant Schedule” means the document listing all the Plant and next inspection due dates for such Plant.

“PSSR 2000” means the Pressure Systems Safety Regulations 2000.

“Scope of Examination” means the extent of Examination we agree to carry out. The Scope of the Examination will be in accordance with:

a) the requirements of any applicable statutory regulati(s) where identified by you or alternatively;

b) the scope as instructed by you and agreed by us and as recorded/referenced in the Examination report.

“Written Scheme of Examination” (major, intermediate or minor, as appropriate) has the same meaning as set out in the PSSR 2000 or the Lifting Operations and Lifting Equipment Regulations 1998.

References to a "working day" shall mean any day other than a Saturday, Sunday or any bank or local public holiday in the United Kingdom.

## **Our Responsibilities**

### **1. Examination**

1.1 We will carry out the Examination of the Plant with all due care in a safe manner. Where required by law we will forward a copy of the Examination report to the relevant enforcing authority. We will provide you with electronic Examination reports. If you require us to send you paper copies of Examination reports, we will charge you for this at our published rates (as varied from time to time).

1.2 If you receive Examination reports through our e-reporting web portal, it is your responsibility to download copies of such reports. If you have not copied such reports before the Contract terminates, we will charge an administration fee for providing those reports to you.

1.3 Examination reports will identify the results of the Inspection Service based solely upon the written information provided to us by you prior to the performance of the Inspection Service. The Examination reports will reflect our findings only at the time of performance of the Inspection Service. We will not be obliged to update the Examination reports after issue except as specified otherwise in the Contract.

1.4 Our inspection of the Plant is limited to the Scope of Examination. We have no responsibility to examine items forming part of the Plant which are outside the Scope of Examination or Plant Schedule.

1.5 Our inspection does not replicate or replace the work required by designers or installers of plant nor does it replace the requirement to maintain or inspect the equipment between Examinations.

1.6 We will not examine chimneys, masonry, brickwork, foundations or supporting structures (unless any are expressly included in our published schedule of Fees or in the Scope of Examination).

### **2. Working Hours**

We will provide the Inspection Service during standard

working hours (9.00 - 17.00) on working days, except by prior written agreement with you. We will charge you, in addition to the Fee, for any work you request us to carry out outside these hours. If an engineer's time exceeds 8 hours at one site in one day (including any travel), overtime will be charged at our published rates.

### **3. Your Responsibilities**

3.1 Although we will seek to carry out Examination of the Plant listed in the Plant Schedule at intervals agreed with you, where the Examination is to be carried out in accordance with any statutory regulation(s), it is your legal obligation (and not ours) to ensure that the Plant is examined within any prescribed inspection interval.

3.2 It is your responsibility to advise us of the next due Examination date(s) of any Plant added to your Plant Schedule. If you fail to advise us of such due date(s) we will aim to mutually agree a timetable for Examination. If we do not reach a mutual agreement we will apply a due date of at least 120 days from the date the relevant Plant was added to the Plant Schedule.

3.3 Where you are a new customer with Plant which is in an Existing Overdue Position or where you are an existing customer with additional Plant which you wish to add to an existing Plant Schedule and such additional Plant is in an Existing Overdue Position, we will liaise with you to agree a timetable for inspection of such Plant. It is your responsibility to notify us of any such Plant that is in an Existing Overdue Position. Should you require this Existing Overdue Plant to be inspected within four weeks of the date of the Contract (where you are a new customer) or within four weeks of the date the Plant is added to the existing Plant Schedule (where you are an existing customer), we will charge an additional fee at our published rates (as varied from time to time) for prioritising these inspections unless we agree otherwise at our discretion.

3.4 By agreeing the Plant Schedule or inspection timetable with us, you agree to waive any rights you may have, now or in the future, against us arising out of or in connection with Plant which is in an Existing Overdue Position or Plant being added to the Contract which is in an Existing Overdue Position. You agree to indemnify us for any liability,

costs, claims or expenses however incurred, arising out of or in connection with Plant which is in an Existing Overdue Position or Plant being added to the Contract which is in an Existing Overdue Position.

3.5 You are responsible for the care, custody and control of the Plant at all times.

3.6 Before each Examination you will inform us of any matter, including any misuse or incident involving or affecting the Plant, or modification to the Plant, which is relevant for the purposes of our Examination.

#### 4. Plant Preparation

To enable completion of the Inspection Service you must

- agree with us the date for the Examination of each piece of Plant;
- at your expense, cool, clean, prepare or open out all Plant to the condition agreed with us before the Examination is due;
- at your expense, provide safe access to all Plant (by providing work platforms, scaffolds, ladders, lighting, gas free certificates, preventative barriers, test weights etc.). and provide any staff we need to perform the Inspection Service;
- provide any help, information or documentation requested by the Engineer Surveyor while performing the Inspection Service;
- at your expense, reassemble the Plant following completion of the Examination;
- in the case of Moved About Plant, provide full details of the Plant to be inspected, its precise location and a site contact at least ten working days prior to the requested Examination date;
- in the case of Moved About Plant, ensure that the item is made available for Examination at the location notified in an area safe from traffic or other site conditions, otherwise additional travel, time, expenses or re-visit fees will be applied;
- contact us to rearrange the Examination of any Plant that was not made available to us on the agreed Examination date. If we have to make any additional visit(s) to inspect such Plant, we will make a charge in

addition to the Fee for any such additional visit(s) in accordance with our published schedule of Fees; and

- if you fail to make any item of Plant available for Examination at the agreed Examination date and/or at the agreed Examination location, we will issue a notice confirming that the Plant was not available for Examination, for which we will issue a charge as per our published rates (as varied from time to time). If we have to make any additional visit(s) to inspect such Plant, we will make a charge in addition to the Fee for any such additional visit(s).

#### 5. Health and Safety

You have responsibilities under the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999 to provide a safe working environment for the Engineer Surveyor. We will carry out a site-specific risk assessment to ensure the safety of our staff and may refuse to carry out the Inspection Service (at no cost to us) if our risk assessment reveals unacceptable hazards. You must notify the Engineer Surveyor of any site-specific hazards together with the measures you propose to control the risks posed by those hazards prior to any Examination. If as a result of a site-specific risk assessment we refuse to carry out an Examination, the Fee is still payable.

#### 6. Payment of Fee

6.1 You agree to pay the estimated annual Fee by the start of the Contract and each year after that during the Contract period (unless we agree otherwise in writing).

6.2 The estimated annual Fee is calculated using the Plant Schedule, based on the optimum number of site visits and frequency. Should the Engineer Surveyor be required to visit your site(s) more frequently to suit your operational needs we will charge in addition to the Fee. The actual Fee will be calculated and adjusted at the end of the Contract period to take account of any changes you make to the Plant Schedule. Where a significant change is made to the Plant Schedule an interim adjustment during the Contract period may be applied. Any adjustments will take into account any Examinations we have already carried out. If you do not notify us of any local site requirements (or change these following the date of the Contract), which would result in us incurring additional costs or disbursements in performing the Inspection Service, we will charge you for those in addition to the Fee.

6.3 The Fee will not include the following activities, which will be charged at our published rates (as varied from time to time) or as a separate fee that may be agreed between you and us:

- delay time exceeding 20 minutes on site caused by events outside of the control of the Engineer Surveyor (including but not limited to your production requirements, permits to work, inductions, non-availability of Plant, any failure of the Plant, any failure of a third party contracted by you to prepare the Plant, or non-availability of a site contact at the scheduled time);
- witnessing or carrying out of any pre-commissioning examinations or any proof load, stability, anchorage, hydraulic or other similar testing;
- design approval or verification of design to relevant standards;
- arranging or carrying out any ultrasonic, radiographic or other non-destructive examinations;
- examination of property, equipment or machinery prior to purchase;
- maintenance or repair of the Plant or return visits following the repair of Plant found to be defective or in need of further investigation;
- return visits as a result of you failing to make any Plant available, having agreed with us in advance the date for the Examination;
- carrying out the Inspection Service on days that are not working days, or outside the standard working hours of 09:00 - 17:00, a PO number must be provided by the end customer before any inspections are completed;
- return visits required to examine internal parts of various types of equipment and machinery;
- examining Plant after it has been moved to a new fixed location, after a change in guarding systems or after exceptional circumstances;
- producing, altering or amending Written Schemes of Examination for Intermediate or Major Systems in accordance with Regulation 8 of the PSSR 2000 or any Written Schemes of Examination for machinery;
- performing Examinations on any machinery or equipment which is not included in the Plant Schedule or which contains hazardous chemicals;
- site surveys to establish any Plant owned by you which may require Examination;
- the provision of an additional Engineer Surveyor if more than one person is required to safely carry out the Examination;
- the cost of the time required for our Engineer Surveyor to undergo site-specific training or inductions or gain security clearances that you may require;
- the cost of non-standard personal protective equipment that you may require our Engineer Surveyor to wear (for example, fire-retardant overalls, transponders etc.);
- the cost of travel for remote or offshore locations (and accommodation as necessary);
- the cost of any tagging (asset identification and confirmation of Examination) requirements that you may have;
- any additional Examinations requested by you over and above the agreed annual contractual frequency;
- any requests for reports that are not already accessible on our e-reporting web portal or any manually-collated management information that you may require;
- any requests for a technical specialist to attend a site which will incur a technical consultancy charge; or
- any request for an Engineer Surveyor to be present onsite for any time other than the period during which the relevant item of Plant has been taken out of service to enable the Examination to take place.

6.4 You agree to pay each of our invoices in the currency stated on the invoice within a period of 30 days from the date of the invoice (unless we agree otherwise in writing). Methods of payment we accept will be detailed on the remittance advice attached to the invoice.

6.5 The Fee is based on information you have told us about as at the date of the Contract. If you do not notify us of any local site requirements (or change these following the date of the Contract), which would result in us incurring additional costs or disbursements in performing the Inspection Service, we will charge you for those in addition to the Fee.

6.6 We will send you a new Contract/Renewal Schedule five weeks prior to the end of the term of the Contract. In the event that you do not notify us that you intend to terminate the Contract prior to the renewal date, the Contract will automatically be renewed for a further period of 12 months and the Fee payable by you shall be the Fee stated in the new Contract/ Renewal Schedule.

6.7 If you are late in paying any invoice or providing any purchase order, we shall be entitled (in addition to any other right we may have) to suspend provision of any Inspection Service to you until such time as that invoice has been paid in full or purchase order provided (as applicable), provided that we will charge you for any Inspection Services provided up to the date of such suspension. We shall have no liability to you arising out of or in connection with such suspension (including any pieces of Plant becoming overdue for statutory inspection). You acknowledge that where we have suspended provision of the Inspection Service to you under this clause that even when we recommence the provision of an Inspection Service to you, due to other commitments and/or the build up of items requiring Examination, this may mean that we are unable to provide the Inspection Service in relation to Plant prior to its required inspection date (and again, we shall have no liability to you arising out of or in connection with such suspension).

6.8 If you are late in paying any invoice, we shall be entitled (in addition to any other right we may have) to charge interest on any overdue sum at 12% per annum above the base rate of HSBC Bank from time to time, such interest to accrue from the date the sum became overdue until the date the sum is paid.

6.9 Where you request that our Engineer Surveyor undertake an unscheduled inspection while the Engineer Surveyor is at your site, we shall be entitled to charge an additional fee for any such unscheduled inspection provided at our published rates (as varied

from time to time).

6.10 You must inform us of any issue with any invoice provided by us within 15 working days of the date of receipt of the invoice, otherwise, the invoice shall be deemed to be accepted in full by you.

6.11 If you fail to pay any undisputed invoice in accordance with the terms of the Contract, we shall be entitled (without prejudice to any other rights we may have) to recover from you as a debt any litigation costs and associated expenses we incur in recovering the relevant sums from you.

## **7. Your Legal Obligations**

Our provision of an Inspection Service under the terms and conditions of the Contract does not remove your legal obligation to have your machinery or equipment subjected to periodical examination. Should an Examination reveal defects affecting the safety of any Plant you will need to take appropriate action, which may include removing the relevant item from service and notifying your insurers.

## **General Provisions**

### **8. Termination of Contract**

8.1 Either party may end the Contract immediately by giving written notice to the other party:

- has not met any of its responsibilities under the Contract and has not put the matter right within 30 days of receiving written notice of the problem; or
- goes into liquidation (whether voluntary or compulsory) or has a receiver, administrator or administrative receiver appointed over all or part of its assets.

8.2 We may end the Contract at any time by giving you 30 days' written notice.

8.3 You must give 90 days' notice, in writing to lapse a contract mid-term. You will be charged for any inspections completed prior to the cancellation date (including the 90 days' notice period) & 25% of the pro rata'd contract value

8.4 We may end the Contract immediately by giving written notice to you where continuing to provide the Inspection Service to you would breach any prohibition or restriction imposed by law or regulation (including without limitation should you appear on the Consolidated List of Financial Sanctions Targets in the UK, as amended or updated from time to time).

8.5 When the Contract ends, you must settle your account with us in full and pay all Fees for the

Inspection Service we have provided (plus any taxes, our expenses and disbursements or any additional costs incurred pursuant to clauses 6.4, 6.6 or otherwise).

## 9. Force Majeure

We will not be liable for any delay or the consequences of delay in provision of the Inspection Service if such delay is due to matters outside our control. We will be entitled to a reasonable period of time to perform the Inspection Service in such circumstances. If such delay extends beyond 20 working days the Contract may be terminated by us in accordance with clause 8.

## 10. Jurisdiction and Choice of Law

The Contract will be governed by English Law (unless we have specifically agreed otherwise with you in writing). The parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

## 11. Confidentiality

Unless you and we have agreed otherwise in writing, we will both keep confidential the terms of the Inspection Service and all information gained about the other party in connection with the Contract. Neither party may use information about the other for any purpose other than to meet your or our responsibilities under the Contract unless otherwise required by law.

## 12. Limitation of our Liability

12.1 This clause 12 sets out our financial liability (including any liability for the actions or failings of our officers, employees, agents and sub-contractors) if:

- we break any term of the Contract;
- we are negligent in any statement or action we make in connection with the Contract; or
- we are found to be liable in any other way in connection with the Contract

(and each of the limitations of liability contained in this clause 12 shall apply to any loss suffered as a result of any such act or omission by us).

12.2 Nothing in these terms limits or removes our liability for death or personal injury caused by our negligence or fraudulent statements or any other liability which cannot be limited or excluded by law.

12.3 If we are liable to you for any reason in connection with the Contract, that liability will be

limited in the aggregate to a maximum of £10,000,000 (ten million pounds).

12.4 We will not be liable to you for any damage sustained to an item of Plant or surrounding property as a result of the failure of such item of Plant to withstand a test applied as part of the Examination.

12.5 We will not be liable to you for any loss of profit.

12.6 We will not be liable to you for any loss of revenue, loss of goodwill, loss of opportunity or loss of business suffered in connection with the Contract.

12.7 We will not be liable to you for any indirect or consequential loss or damage (however incurred).

12.8 We will have no liability to you for any failure or delay in providing the Inspection Service to you which is caused by your acts or omissions, including without limitation any error, omission or inaccuracy in an Examination report where you have given erroneous or incomplete information to us.

12.9 This clause shall survive termination of the Contract.

## 13. Indemnity

You shall indemnify and keep us indemnified in respect of any proceeding, action or claim of any nature whatsoever made or brought against us and all loss, penalties, damages, costs and expenses suffered or incurred by us as a result of any third party claim including but not limited to, a claim by our employee(s) or your employee(s) arising out of your negligence or that of your employees, agents or sub-contractors, your failure to comply with your obligations under the Contract or your failure to ensure that items of Plant are examined within any prescribed inspection interval.

## 14. Deductions or Set-off from our Fee

You must make payments you owe us under the Contract without taking off, setting off or holding back any amount to reflect a refund we owe you or a responsibility that you believe we have not met.

## 15. Employees

We shall not be obliged to employ any of your employees (or any employees of a third party contractor appointed by you) as a result of or in connection with the Contract or us providing the Inspection Service, and you agree to

indemnify us against any costs, liabilities and expenses incurred by us as a result of any claim (including for dismissal) or demand of any nature by any such employee against us.

## **16. Not Exercising Rights**

Failure or delay by a party to exercise any of its rights under the Contract will not preclude that party from exercising that right in the future.

## **17. Illegal or Unenforceable Terms**

If any court or other authority finds that any term (including a sub-clause or part thereof) of the Contract is illegal or cannot be enforced, that will not affect the other terms of the Contract. The other terms will remain in force. If a term is found to be illegal or cannot be enforced, you and we must agree on a substitute term that achieves (as far as possible) the aim of the term that is illegal or cannot be enforced.

## **18. Our Relationship**

Nothing in the Contract creates a partnership or joint venture between you and us.

## **19. Notices**

Any notice that has to be given in connection with the Contract must be in writing and either be delivered by hand or sent by fax or post to the relevant party's address or fax number set out in the Contract/Renewal Schedule, or any other subsequent address reported to the other party.

## **20. Rights of Third Parties**

A person who has not entered into the Contract and is not named in the Contract/Renewal Schedule has no right under

the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract. This does not affect any right a third party has other than under that act.

## **21. Sub-contracting and Assignment**

21.1 We may under some circumstances appoint an appropriately qualified and accredited sub-contractor to perform the Inspection Service.

21.2 We will remain responsible for the acts and omissions of any sub-contractor retained to complete the Inspection Service. If you require this provision to be altered or deleted you may agree this with us and the remaining provisions will remain in force.

21.3 This provision will only be deemed altered or deleted if we have agreed this in writing before entering into the Contract.

21.4 You will not transfer or assign your rights in this Contract. We shall be entitled to transfer or assign our interest in this Contract to any subsidiary of British Engineering Services or any holding company of British Engineering Services or any subsidiary of such holding company ("holding" and "subsidiary" company being interpreted in accordance with section 1159 of the Companies Act 2006).

## **22. Changing this Document**

The Contract can only be changed if both parties agree to the changes in writing.

## **23. Complaints**

We aim to provide you with a first class service. If we have not delivered the service you expect, or you are concerned with the service provided, we would like to put things right. We will fully investigate your complaint, keep you informed, do everything possible to resolve your complaint and use this information to continually improve our service. If you have any concerns these should be raised in the first instance with your usual business contact.

## **24. Entire Agreement**

24.1 The Contract forms your and our entire understanding of the Inspection Service and the arrangement between us. It replaces all previous agreements, understandings and representations about the Inspection Service.

24.2 Each party acknowledges and agrees that in entering into this Contract it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person that is not expressly set out in this Contract.

## **25. Intellectual Property Rights and Data Protection**

25.1 You shall make available to us such of your intellectual property rights as we may reasonably require to perform the Inspection Service, provided that nothing in the Contract shall oblige you to act in breach of any confidentiality obligation owed to any third party. You hereby grant to us and our permitted affiliates, agents and sub-contractors a non-exclusive, royalty-free right and licence to make use of such intellectual property rights for the duration of the Contract and for the sole purpose of performing the Inspection Service.

25.2 You warrant that our use of your intellectual property rights in the performance of the Inspection Service will not infringe the intellectual property rights of any third party.

25.3 You acknowledge that all intellectual property rights created during and/or related to the performance of the Contract, including but not limited to the names, service marks, trade marks, inventions, logos and copyrights of us and our affiliates (collectively, the “Rights”) are and shall remain the sole property of us or our affiliates and shall not be used by you, except solely to the extent that you obtain our prior written approval and then only in the manner prescribed by us. If we terminate the Agreement, any such approval or licence shall automatically terminate. You shall not contest the validity of the Rights or take any action that might impair the value or goodwill associated with the Rights or the image of reputation of us or our affiliates.

25.4 Each Party shall retain ownership of their respective intellectual property rights.

25.5 Each Party shall take all necessary steps to ensure that it operates at all times in accordance with all applicable data protection laws and regulations.

### **schedule of Fees**

a) Inspections within the hours of 7:00pm – 07:00am <u>or weekends &amp; bank holidays</u>	£120/hr
b) Plant Not Available revisit within 4 weeks of PNA notice where we attended site	£120/hr
c) Waiting time over and above the first 20 minutes (including the first 20 minutes)	£90/hr
d) Inspect an item more than standard frequency	Inspection Price
e) Late payment ( <u>above the Bank of England Base Rate</u> )	12% per annum
f) Major & intermediate written schemes (Special Service)	£110/hr
g) Monitoring repairs (Special Service)	£110/hr
h) Inherited Overdue or additional plant requiring less than 4 week scheduling	£90/hr
i) Site Surveys	£90/hr
j) Paper reporting requests	£3 per page
k) Cancellation of booked appointments within 48 hours of appointment (PNA6)	£90 fixed

BRITISH00100C

March 2020





**BRITISH  
ENGINEERING  
SERVICES**

## **ENGINEERING INSURANCE**

Important Information Affecting Your Policy Document

**WE HAVE MADE SOME CHANGES TO YOUR  
ENGINEERING INSURANCE POLICY DOCUMENT. THE  
DETAILS OF THE AMENDMENTS ARE PROVIDED IN THE  
FOLLOWING PAGES**

**Your Insurer**

Our new Company name is now Royal & Sun Alliance Insurance Ltd

**The following clauses have been changed**

**Policy Exclusions applicable to all sections**

- A Disease exclusion has been added
- The E-Risk Virus and Hacking exclusion is replaced by a Cyber and Data exclusion
- The Radioactive Contamination exclusion will also now exclude weaponry

**Policy Definitions**

- The definitions for Failure of a System, System, Microchip and Virus have been deleted
- The definition of Data has been changed
- Definitions of Communicable Disease, Computer System, Cover, Cyber Act, Cyber Event, Cyber Incident, Data Processing Media, Event, Period of Insurance, Policy, Policyholder and Schedule have been added

## All Changes made to the Policy are detailed below

### POLICY EXCLUSIONS APPLICABLE TO ALL SECTIONS

This Policy does not cover

#### Cyber and Data

any:

- i) Cyber Loss or;
- ii) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude subsequent Damage to property of a utility company from a Defined Peril that causes an interruption or interference with the Policyholder's Business where such Damage directly results from a Cyber Incident or a Cyber Act.

Defined Perils shall mean the following Covers only unless otherwise excluded by this Policy:

- a) fire howsoever the fire may have been caused
- b) lightning earthquake flood
- c) aircraft and other aerial devices or articles dropped there from water discharged or leaking from an installation of automatic sprinklers
- c) theft
- e) explosion (other than Pressure Explosion)

#### Disease

a) Subject to clause b) and notwithstanding anything in this Policy to the contrary this Policy does not cover loss (whether physical or otherwise), destruction, or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by, or in any way attributable to:

- i) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or
- ii) any disease arising from any such pathogen or microorganism, or
- iii) the threat or fear (actual or perceived) of i) or ii)

b) Clause a) does not exclude any cover otherwise provided by this Policy for subsequent Damage to property of a utility company from a Defined Peril that causes an interruption or interference with the Policyholder's Business

For the purposes of this clause a Defined Peril shall mean the following Covers only unless otherwise excluded by this Policy:

- a) fire howsoever the fire may have been caused
- b) lightning earthquake flood
- c) aircraft and other aerial devices or articles dropped therefrom water discharged or leaking from an installation of automatic sprinklers
- d) theft
- e) explosion (other than Pressure Explosion)

#### Radioactive Contamination

Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to 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 thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

## POLICY DEFINITIONS

### Amended definitions:

#### Data

shall mean any data of any sort, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any other information whatsoever

### New definitions:

#### Communicable Disease

shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of the Property

#### Computer System

shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data Processing Media, networking equipment or back up facility, whether owned or operated by the Policyholder or by any other party

#### Cover

shall mean the active efficient cause of Damage covered under the Policy

#### Cyber Act

shall mean an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System

#### Cyber Incident

shall mean

a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

b) any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any Computer System.

#### Cyber Loss

shall mean any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

#### Data Processing Media

shall mean material assets owned by the Policyholder upon which Data can be stored but excluding the Data itself.

#### Event

shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

#### Period of Insurance

shall mean the period of time that the Policy is in force as shown in the Schedule.

#### Policy

shall mean the terms and conditions of the contract including the policy wording, Schedule, Endorsements, Clauses and Certificates.

#### Policyholder

shall mean the legal entity insured by the Policy.

#### Schedule

shall mean the statement of details specific to the Policyholder forming part of the Policy.

British Engineering Services Limited. Registered in England and Wales (No. 09299724) at Unit 718, Eddington Way, Birchwood Park, Warrington, WA3 6BA. Authorised and regulated by the Financial Conduct Authority.

This Insurance is arranged and administered by British Engineering Services Limited and is underwritten by Royal & Sun Alliance Insurance Ltd (No 93792). Registered in England and Wales at St. Marks Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

British Engineering Services Ltd. Registered in England and Wales (No.09299724) at Unit 718 Eddington Way, Birchwood Park, Warrington, WA3 6BA. Authorised and regulated by the Financial Conduct Authority.

Contract Number:ACT000525954





**BRITISH  
ENGINEERING  
SERVICES**

## **ENGINEERING INSURANCE**

Policy

## **IMPORTANT**

**THIS POLICY IS A CONTRACT BETWEEN YOU (ALSO REFERRED TO AS THE POLICYHOLDER OR YOUR) AND US (ALSO REFERRED TO AS THE COMPANY, WE, OUR OR BRITISH ENGINEERING SERVICES LIMITED).**

**THIS POLICY AND ANY SCHEDULE, ENDORSEMENTS, CLAUSES AND CERTIFICATES SHOULD BE READ AS IF THEY ARE ONE DOCUMENT.**

British Engineering Services Limited's acceptance of this risk is based on the information presented to British Engineering Services Limited being a fair presentation of the Policyholder's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Policyholder to seek insurance.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

British Engineering Services Limited will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Policyholder shall pay and British Engineering Services Limited shall agree to accept the premium.

This insurance is arranged and administered by British Engineering Services Limited.

Your Engineering Insurance policy is underwritten by Royal and Sun Alliance Insurance Ltd.



## DEFINITIONS

### Boiler and Pressure Plant

Boiler and Pressure Plant shall mean

- a) boilers
- b) Property subject to internal steam pressure
- c) Property used for storage of fluids under pressure
- d) vacuum vessels
- e) piping associated with any of the above

### Breakdown

Breakdown shall mean

- a) the actual failure breaking distortion or burning out of any part of the Property whilst in use arising out of
  - i) mechanical or electrical defects in the Property
  - ii) failure or fluctuation of electricity supply
  - iii) DAMAGE caused by the error or omission of the operator(s) during the normal operation of the Property other than in respect of any failure to maintain
- b) the fracturing of any part of the Property by frost when such fracture renders that part of the Property inoperative
- c) joint leakage failure of welds cracking fracturing overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith

### Collapse

Collapse shall mean the sudden and dangerous distortion (whether or not attended by rupture) of any part of the Boiler and Pressure Plant caused by crushing stress by force of steam or other fluid pressure (other than pressure or ignition of gases in the furnaces or flues)

### Communicable Disease

shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of the Property

### Computer System

shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data Processing Media, networking equipment or back up facility, whether owned or operated by the Policyholder or by any other party

### Cover

The active efficient cause of Damage covered under the Policy

### Cyber Act

shall mean an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System

### Cyber Incident

shall mean

a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

b) any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any Computer System

### Cyber Loss

shall mean any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident

**DAMAGE**

DAMAGE in capital letters shall mean physical loss destruction or damage

**Data**

shall mean any data of any sort, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any other information whatsoever

**Data Processing Media**

shall mean material assets owned by the Policyholder upon which Data can be stored but excluding the Data itself.

**Event**

shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

**Pressure Explosion**

Pressure Explosion shall mean the sudden and violent rending of the Property by force of internal steam or other fluid pressure (other than pressure of chemical action or ignition of the contents or pressure or ignition of gases in the furnaces or flues) causing bodily displacement of any part of the Property together with the forcible ejection of the contents

**Fragmentation**

Shall mean impact to surrounding property belonging to the Policyholder or for which the Policyholder is responsible resulting from fragmentation of any part of the Property

**Situation**

Situation shall mean the location of the Property as detailed in the Schedule

**Terrorism**

Terrorism shall mean an act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or defacto by force or violence

**Period of Insurance**

shall mean the period of time that the Policy is in force as shown in the Schedule

**Policy**

shall mean the terms and conditions of the contract including the Policy wording, schedule, Endorsements, Clauses and Certificates

**Policyholder**

shall mean the legal entity insured by the Policy

**Property**

Property includes Boiler and Pressure Plant (unless otherwise stated in the Schedule) and shall mean all integral parts of any item of machinery and plant described in the Schedule but excludes even if integral to the Property (unless specifically stated as being covered)

a) chimneys masonry brickwork foundations racking shelving and supporting structures

b) computer or data processing equipment (unless linked and wholly dedicated to the control of any machine or production or treatment process)

c) office equipment including but not limited to communications or alarm systems vending machines games machines and office equipment including but not limited to typewriters adding machines calculators facsimile machines and equipment for the printing or reproduction of documents or other records

d) any item or part of Property sold supplied processed service manufactured or stored in the course of the Policyholders trade or business

e) exchangeable or detachable tools equipment and appliances or parts requiring renewal in the normal course of operation

f) vehicles other than purpose-built lifting and handling machinery

g) the contents of Boiler and Pressure Plant

**Reinstatement**

Reinstatement shall mean

a) where any item of Property suffers DAMAGE to the extent that it cannot be economically repaired replacement by new Property of equal performance and/or capacity or if such be impossible replacement by new Property having the nearest overall performance and/or capacity to the Property which has suffered DAMAGE

b) where any item of Property otherwise suffers DAMAGE the repair of the DAMAGE and the restoration of the portion of Property suffering DAMAGE to a working condition substantially the same as but not better or more extensive than its condition when new

**Schedule**

shall mean the statement of details specific to the Policyholder forming part of the Policy.

## COVER

### Cover

In the event of DAMAGE (subject to any exclusions) to Property happening during the Period of Insurance whilst at the situation where the Property suffering DAMAGE is

1. a) Boiler and Pressure Plant or
- b) Property which is less than or equal to 2 years old from the date of sale as new or the DAMAGE is by Pressure Explosion of Property to any other surrounding property (excluding stock in trade or goods in process of manufacture)

owned by the Policyholder or for which the Policyholder is responsible the amount payable by the Company shall be Reinstatement

2. Property not stated in 1 the Company will pay to the Policyholder the value of the Property at the time of the DAMAGE or the cost of repair of the DAMAGE to a condition substantially the same as but not better or more extensive than the condition at the time of the DAMAGE or at the Company option reinstate or replace such Property

and such additional cost of reinstatement as may be incurred in complying with Building Regulations or local authority or statutory requirements

### Limit of Liability

The liability of the Insurers shall not exceed in total in respect of anyone incident of DAMAGE or series of incidents of DAMAGE from a common cause any limit of liability or sum insured stated in the Policy

Where DAMAGE occurs

- a) to only part of the Property
- b) and where the Policy provides such Cover for Pressure Explosion of Property to any other surrounding property (excluding stock in trade or goods in process of manufacture)

the liability of the Company shall not exceed the amount that the Company would have been liable to pay had the Property been wholly destroyed

In the event that the Policyholder consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had such DAMAGE been sustained by any one of the Policyholder parties or legal entities Where the basis of payment is to be Reinstatement payment of Reinstatement shall not be made

a) unless Reinstatement commences and proceeds without unreasonable delay

b) until Reinstatement has been carried out

c) if the Property and where the Policy provides Cover for Pressure Explosion of Property to any other surrounding property (excluding stock in trade or goods in process of manufacture) at the time of its DAMAGE shall be Policyholder by any other insurance effected by or on behalf of the Policyholder which is not upon the same basis of Reinstatement

## **COVER – SUD**

### **Sudden and Unforeseen Damage (Incorporating pressure explosion, breakdown and fragmentation cover)**

DAMAGE to the Property by Pressure Explosion Collapse Breakdown Fragmentation or any other sudden and unforeseen cause not excluded including any resultant loss of coolant lubricant or insulant refrigerant or brine

#### **Breakdown**

DAMAGE to any part of the Property by Breakdown including any resultant loss of coolant lubricant or insulant refrigerant or brine

#### **Pressure Explosion and Collapse**

DAMAGE to the Property caused by and solely due to Pressure Explosion or Collapse thereof

#### **Fragmentation**

Fragmentation shall mean impact to surrounding property belonging to the Policyholder or for which the Policyholder is responsible resulting from fragmentation of any part of the Property

#### **Exclusions to cover**

This Cover does not cover

#### **Fire and Other Perils**

DAMAGE caused by

- a) fire howsoever the fire may have been caused
- b) lightning earthquake flood

c) aircraft and other aerial devices or articles dropped there from water discharged or leaking from an installation of automatic sprinklers

d) theft

e) explosion (other than Pressure Explosion) except to the extent stated in Memorandum – Temporary Removal

#### **Rubber Tyres**

DAMAGE to rubber tyres unless such DAMAGE arises out of an accident for which Cover is provided under this Policy to other parts of the Property or unless such DAMAGE arises out of malicious act which necessitates replacement of such tyres repair thereof being impracticable

#### **Testing Overloading and repair**

DAMAGE caused by and occurring during testing or intentional overloading of the Property except for DAMAGE caused by and occurring during the checking of the correct working of the Property or during the checking of safety installations in connection therewith during the normal operations of the Property

## COVER EXTENSIONS

### Pressure Explosion Damage to Owned Surrounding Property

In the event of Damage to any item of Pressure Plant for which cover is provided by the Policy caused by Pressure Explosion the Company will also indemnify the Policyholder against Damage to surrounding property belonging to the Policyholder or for which the Policyholder is responsible caused by the Pressure Explosion

Provided that the Company's liability under this extension shall not exceed £2,000,000

This cover does not include

- a) Damage resulting from lack of heat light power steam refrigeration or air conditioning
- b) Damage arising from fire howsoever the fire may have been caused

### Temporary Removal

The cover provided by this Policy also applies whilst the Property is temporarily located away from the Situation at any other premises or working sites in the European Community or European Free Trade Area for the purpose of repair maintenance overhaul or inspection of the Property including transit between the Situation and such temporary locations

During such temporary relocation the cover under SUD is extended to include DAMAGE caused by

- a) fire or explosion howsoever the fire or explosion may have been caused
- b) lightning earthquake flood
- c) aircraft and other aerial devices or articles dropped therefrom water discharged or leaking from an installation of automatic sprinklers
- d) riot strike lock-out civil commotion
- e) theft

Provided that the Company liability under this extension shall not exceed £100,000 during transit by sea or air in respect of any one incident of DAMAGE or series of incidents of DAMAGE from a common cause

### Additional Property

Any additional Property owned by or leased to the Policyholder of a similar class type function and capacity to the Property described in the Schedule is deemed to be included in this Policy once installation is completed and the Property is handed-over to the Policyholder and is ready to commence normal working at the Situation stated in the Schedule

provided that

a) such Property is suitable for service free from material defects and in sound working condition

b) such Property shall not be worked until any relevant legal requirements for inspection and certification have been fulfilled

c) such Property shall be Policyholder only to the same extent as similar items of Property described in the Schedule

d) if any such Property proves to be unacceptable to the Company the Cover on that part of the Property shall terminate from the date of notification to the Policyholder

### Temporary Repairs Or Expediting Costs

In respect of each claim for DAMAGE for which cover is provided by this Policy the Company will pay the reasonable cost (if previously approved by the Company) of effecting temporary repair and of expediting permanent repair of such DAMAGE provided that the Company limit of liability under this extension shall not exceed £25,000

### Debris Removal

The Company will pay for costs incurred with the Company consent in the removal of Property consequent upon DAMAGE for which cover is provided by this Policy but excluding any costs or expenses arising from pollution or contamination of property not covered by this Policy provided that the Company's limit of liability under this extension shall not exceed the limit of liability stated in the Schedule

### Measures Taken in Avoidance of Damage

Subject to the terms and conditions of this Policy and the Sum Insured stated in the Schedule the Company will pay reasonable costs incurred by the Policyholder in taking exceptional measures to avoid or mitigate impending DAMAGE for which cover is provided by this Policy provided that

- a) the impending DAMAGE does not stem from any defect within any Property and
- b) DAMAGE would be reasonably expected in the absence of such measures and
- c) the Company are satisfied that DAMAGE has been avoided or reduced in consequence of the measures taken

### Payments On Account

Where liability under this Policy is admitted the Policyholder shall be entitled to receive payment(s) as agreed between the Policyholder and the Company in advance of final settlement

**Cost of Replacement Equipment**

In the event of Damage to Property for which liability is admitted under this Section of the Policy the Company will also pay the cost of hiring charges incurred by the Policyholder for the necessary hire of substitute Property of a similar type and capacity until repair or replacement of the Property suffering Damage has been effected

Provided that the liability of the Company for the cost of such hiring-charges under this extension shall not exceed £10,000 in respect of any one incident of Damage or series of incidents of Damage from a common cause

In addition and subject to the Sum Insured any Property in respect of which such hiring-charges are payable under this extension shall be insured to the same extent as the Property which suffered Damage provided that the insurance shall not apply beyond the period of hire to which the Company's payment of hiring charges relates

**Claims Investigation Costs**

In the event of Damage for which cover is provided by this Section of the Policy the Company will pay the reasonable cost (if previously approved by the Company) incurred in conducting investigations and tests in respect of possible repair or replacement of such Damage

Provided that the Company's limit of liability under this extension shall not exceed £25,000

**Claims Preparation Costs**

In the event of Damage for which cover is provided by this Section of the Policy the Company will pay the reasonable cost incurred in producing and certifying any particulars or details required by the Company in connection of such Damage but limited to

- a) additional cost incurred by employees of the Policyholder
- b) additional fees charged by the usual auditors of the Policyholder
- c) cost of materials used in fulfilling the requirements of the Company

Provided that the Company's limit of liability under this extension shall not exceed £5,000

## EXCLUSIONS

This Policy does not cover

### Policyholders Contribution

the Excess stated in the Schedule being the first part of each and every claim to be borne by the Policyholder as ascertained after the application of all other terms and conditions of the Policy other than those stated in Memorandum – Terrorism Provision

### Terrorism

DAMAGE occasioned by or happening through or in consequence directly or indirectly of

- a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- b) in Northern Ireland civil commotion

This Policy also excludes DAMAGE or loss resulting from DAMAGE directly or indirectly caused by or resulting from or in connection with any action aimed at controlling preventing suppressing or in any way relating to an act of Terrorism

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any DAMAGE or loss resulting from DAMAGE is not covered by this Policy the burden of proving that such DAMAGE or loss is covered shall be upon the

### Pollution or Contamination

DAMAGE caused by pollution or contamination except (unless otherwise excluded) DAMAGE caused by pollution or contamination which itself results from any DAMAGE

### Corrosion or Erosion

DAMAGE consisting of or caused by any form of corrosion or erosion howsoever the same may arise but this exclusion shall not apply to DAMAGE to any other part of the Property free from such corrosion or erosion

### Wear and Tear

DAMAGE consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the Property but this exclusion shall not apply to DAMAGE to any other part of the Property free from any such condition

### Other Damage

- a) scratching of painted or polished surfaces
- b) DAMAGE to non-metallic protective linings pipes or hoses and driving or conveyor belts and batteries
- c) DAMAGE to ropes (other than DAMAGE resulting in complete severance)

### Financial Loss

Loss of any kind whatsoever not specifically covered by this Policy including financial loss loss of profits loss due to delay or any consequential loss of any kind whatsoever not specifically covered by this Policy

### Riot Strike and Civil Commotion

DAMAGE caused by riot strike lock-out or civil commotion

### War

DAMAGE caused by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

### Radioactive Contamination

DAMAGE to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to 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 thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

### Building Regulations

- a) the cost of complying with Building Regulations or local authority or statutory requirements
- i) relating to undamaged property or undamaged portions of property
- ii) under which notice has been served prior to DAMAGE
- b) any rate tax duty development or other charge or assessment arising out of capital appreciation as a result of complying with any of the said regulations or requirements

### Cyber and Data

any:  
a) Cyber

b) Loss or;

loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude subsequent Damage to property of a utility company from a Defined Peril that causes an interruption or interference with the Policyholder's Business where such Damage directly results from a Cyber Incident or a Cyber Act

Defined Perils shall mean the following Covers only unless otherwise excluded by this Policy:

- a) fire howsoever the fire may have been caused
- b) lightning earthquake flood
- c) aircraft and other aerial devices or articles dropped therefrom water discharged or leaking from an installation of automatic sprinklers
- d) theft
- e) explosion (other than Pressure Explosion)

**Disease**

a) Subject to clause B) and notwithstanding anything in this Policy to the contrary this Policy does not cover loss (whether physical or otherwise), destruction, or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by, or in any way attributable to:

- i) any form of pathogen or micro-organism including but not limited to virus, bacteria, fungi and parasites, or
- ii) any disease arising from any such pathogen or microorganism,  
or
- iii) the threat or fear (actual or perceived) of i) or ii)

b) Clause A) does not exclude any cover otherwise provided by this Policy for subsequent Damage to property of a utility company from a Defined Peril that causes an interruption or interference with the Policyholder's Business

For the purposes of this clause a Defined Peril shall mean the following Covers only unless otherwise excluded by this Policy:

- a) fire howsoever the fire may have been caused
- b) lightning earthquake flood
- c) aircraft and other aerial devices or articles dropped therefrom water discharged or leaking from an installation of automatic sprinklers
- d) theft
- e) explosion (other than Pressure Explosion)



## CONDITIONS

Failure to comply with the following Condition will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

### **Multiple Lifting**

Any lifting operations in which a single load is shared between more than one item of lifting equipment at the same time (of which at least one item of the equipment involved in such lifting operations is covered by this Policy) must fully comply with relevant legislation specifically LOLER Regulation 8 and BS7121 specification for multiple lifting

## GENERAL CONDITIONS

### Alteration

This Policy shall be terminated if:

- a) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
- b) the Policyholder's Interest ceases otherwise than by death or
- c) any alteration is made either in the Business or in the Premises or Property therein or any other circumstances whereby the risks increased unless otherwise stated

at any time after the commencement of this Policy unless its continuance be admitted by the Company and in respect of c) the Company agree not to avoid the Policy provided that

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Company would not have entered into this Policy on any terms,
- ii) the Policyholder shall pay an appropriate additional Premium if required by the Company with effect from the date of the alteration,
- iii) the Company shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration.

### Cancellation

This Policy may be cancelled

- a) by the Company sending thirty days notice to the Policyholders last known address who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company
- b) by the Company sending seven days notice to the Policyholders last known address in the event of non payment of any monthly premium on its due date where the Policy is issued or renewed on the basis of monthly premiums
- c) by the Policyholder who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company

### Economic Financial or Trade Sanctions

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition

If any such Prohibition takes effect during the Period of Insurance the Policyholder or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

If the whole or any part of the Policy is cancelled the Company shall if and to the extent that it does not breach any Prohibition return a proportionate amount of the Premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

For the purposes of this Clause Prohibition shall mean any economic financial or trade sanctions imposed by the European Union or United Kingdom or any other prohibition or restriction imposed by law or regulation of the country of which this Policy is issued or would otherwise provide cover

### Insurance Act 2015

In respect of any

- a) duty of disclosure
- b) effect of warranties
- c) effect of acts of fraud

the rights and obligations applying to the Policyholder and the Company shall be interpreted in accordance with the provisions of the Insurance Act 2015

### Law & Jurisdiction

This Policy shall be governed by English Law and English Courts shall have exclusive jurisdiction in any dispute arising hereunder (save where the Policyholder is domiciled in Scotland in which event Scottish Law shall apply and the Courts of Scotland shall have exclusive jurisdiction)

### Currency

All premiums and claims under this Policy shall be paid in the United Kingdom in pounds Sterling

### Inspection

The Company shall have the right to inspect the policyholder Property at all reasonable times during the Period of Insurance

The Company may make periodical inspections of the Property described in the Plant Schedule and the Policyholder agrees to properly prepare and make available the Property at no expense to the Company to enable the Company to carry out such inspections and report thereon

Unless otherwise agreed the Company shall not carry out or witness any ultrasonic radiographic or other special tests of a non-routine character nor any proof load stability anchorage or similar test

### Third Party Contract Rights

No person other than the Policyholder or the Company may enforce the terms of this Policy and the provisions of the Contact (Rights of Third Parties) Act 1999 do not apply

## CLAIMS CONDITIONS

### Action by The Policyholder

a) In the event of any incident of DAMAGE in consequence of which a claim is or may be made under this Policy the Policyholder shall

i) notify RSA immediately by contacting engineering.claims@uk.rsagroup.com or send to RSA, 2nd Floor, CE & RE Claims, 17 York Street, Manchester M2 3RS.

ii) notify the police authority immediately it becomes evident that any loss has been caused by malicious persons

iii) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss

iv) deliver to the Company at the Policyholders expense

1) full information in writing of the loss

2) details of any other insurances on any Property hereby Policyholder

within 30 days after such DAMAGE (7 days in the case of DAMAGE caused by riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Company may allow

3) all such proofs and information relating to the claim as may be reasonably required

4) if demanded a statutory declaration of the truth of the claim and of any matters connected with it

b) Failure to comply with this Condition will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

### Contribution

If at the time any claim arises there is any other insurance effected by or on behalf of the Policyholder insuring any DAMAGE covered by this Policy the liability of the Company hereunder shall be limited to its rateable proportion of such loss

### Subrogation

Any claimant under this Policy shall at the request and expense of the Company provide such information and co-operation as the Company may require and shall take and permit to be taken all steps for enforcing rights against any other party in the name of the Policyholder before or after any payment is made by the Company

### Arbitration

If any difference arises 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 agreement between the parties or in default of agreement upon the application of either party to the President for the time being of the Chartered Institute of Arbitrators 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

## COMPLAINTS PROCEDURE

### Our Commitment to Customer Service

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.

#### Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Ensure you are clear on how to escalate your complaint, if necessary.

#### Step 1

If your complaint relates to your policy then please contact the sales and service team in the office which issued the Policy or your Broker.

If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

#### Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive.

Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations Team's contact details are as follows

#### Post:

RSA Customer Relations Team  
P O Box 255  
Wymondham  
NR18 8DP

Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

#### If you are still not happy

If you are still unhappy after our Customer Relations Team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

#### Post:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

#### Telephone:

0800 023 4567 (free from mobile phones and land lines)  
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

## FAIR PROCESSING NOTICE

At Royal & Sun Alliance Insurance Ltd we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at:

[www.rsagroup.com/support/legal-information/privacy-policy/](http://www.rsagroup.com/support/legal-information/privacy-policy/)

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer  
RSA  
Bowling Mill  
Dean Clough Industrial Park  
Halifax  
HX3 5WA

You may also email us at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

British Engineering Services Limited. Registered in England and Wales (No. 09299724) at Unit 718, Eddington Way, Birchwood Park, Warrington, WA3 6BA. Authorised and regulated by the Financial Conduct Authority.

This Insurance is arranged and administered by British Engineering Services Limited and is underwritten by Royal & Sun Alliance Insurance Ltd (No 93792). Registered in England and Wales at St. Marks Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

BRITISH00108J

January 2022

British Engineering Services Ltd. Registered in England and Wales (No.09299724) at Unit 718 Eddington Way, Birchwood Park, Warrington, WA3 6BA. Authorised and regulated by the Financial Conduct Authority.

Contract Number:ACT000525954



**BRITISH  
ENGINEERING  
SERVICES**

## **ENGINEERING**

Policy Summary

# ENGINEERING

## Policy Summary

This insurance is arranged and administered by British Engineering Services Limited. Your Engineering Insurance policy is an annually renewable insurance, underwritten by Royal & Sun Alliance Insurance Ltd.

This policy provides Sudden and Unforeseen Damage cover for specified items of machinery. It is important that property is maintained in accordance with the manufacturer's recommendations to prevent significant gradual damage. Policy cover will only apply where damage incurred is sudden and unforeseen.

The following tables provide a summary of the main policy features and benefits and any significant exclusions and limitations. For full policy details and our full terms and conditions please read your Policy Wording, a copy of which will be provided on completion of your contract, or at any time on request.

## OTHER IMPORTANT INFORMATION

The Other Important Information section of this Policy Summary explains the following:

- Law and language applicable to the policy.
- Our complaints procedure.

# TABLE 1 STANDARD FEATURES AND BENEFITS

The following will automatically be included in your policy according to the cover you have selected:

Features and Benefits	Significant Exclusions or Limitations
<p>Insurance/Inspection of specified items of Plant &amp; Machinery at Situations indicated in the schedule.</p>	<p><b>The Policy does not cover:</b></p> <ul style="list-style-type: none"> <li>• Testing or Intentional Overloading</li> <li>• Fire (howsoever caused), Lightning, Earthquake, Flood, Aircraft, Theft, Explosion (other than pressure explosion).</li> <li>• Flue gas explosion.</li> <li>• Pollution or Contamination.</li> <li>• Corrosion or Erosion.</li> <li>• Wear &amp; Tear.</li> <li>• Financial Loss.</li> <li>• Electronic risk.</li> </ul>



## TABLE 2 ADDITIONAL FEATURES AND BENEFITS

Extensions included in your Engineering Insurance policy:

Features and Benefits	Significant Exclusions or Limitations
<p><b>Own Surrounding Property damage</b> - Damage to surrounding property belonging to or in the control of the insured resulting from Pressure Explosion.</p>	<p>Standard limit of £2,000,000.</p>
<p><b>Temporary Removal</b> - Cover while the machinery is temporarily removed for repair, maintenance, overhaul or inspection.</p>	<p>Limited to £100,000.</p>
<p><b>Additional Property</b> - Automatic cover for additional property of a similar type from the time of installation.</p>	
<p><b>Temporary Repairs/Expediting Costs</b> - Reasonable costs for temporary repairs or expediting permanent repairs.</p>	<p>Limited to £25,000.</p>
<p><b>Multiple Lifting</b> - Lifting operations involving more than one item of Lifting Plant.</p>	<p>Multiple lifting operations must comply with BS7121.</p>
<p><b>Cost of Replacement Equipment</b> - Cost of hiring charges incurred for the necessary hire of substitute property.</p>	<p>Limited to £10,000.</p>
<p><b>Claims Investigation Costs</b> - Reasonable costs for conducting investigations and tests in respect of possible repair or replacement.</p>	<p>Limited to £25,000.</p>
<p><b>Claims Preparation Costs</b> - Reasonable costs for producing and certifying any particulars or details required.</p>	<p>Limited to £5,000.</p>

# TABLE 3 GENERAL CONDITIONS AND EXCLUSIONS

The following apply to your policy as a whole regardless of the specific cover you have selected.  
For full details of these and other exclusions and limits please read your Policy Wording/Schedule.

General Conditions and Exclusions	Policy Section
<ul style="list-style-type: none"> <li>• If there are any changes to your business, the premises, the property therein or any other circumstances whereby the risk is increased you must inform us immediately. Failure to do so could invalidate the policy or result in a claim being rejected.</li> <li>• Nuclear Risks, War, Viruses, Diseases and Pandemics are excluded</li> <li>• Terrorism (part of which can be bought back), Northern Ireland terrorism and Civil Commotion are excluded.</li> </ul>	<p>ALL</p> <p>ALL</p> <p>Various</p>
Excesses and Limits	Policy Section
<ul style="list-style-type: none"> <li>• Any excesses applicable to your policy are detailed in your Policy Wording. These amounts must be paid in the event of each and every claim.</li> <li>• Limits may apply to your policy, please refer to your Policy Schedule for details.</li> </ul>	<p>ALL</p>

# OTHER IMPORTANT INFORMATION

## LAW AND LANGUAGE APPLICABLE TO THE POLICY

English Law will be applicable to the contract of insurance between us, unless stated otherwise in your Policy's terms and conditions. The language used in this policy and any communication relating to it will be English and any dispute concerning the interpretation of this Policy shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

## OUR COMPLAINTS PROCEDURE

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

## OUR COMPLAINTS PROCESS

### Step 1

Initially please contact your Broker or your usual business contact with your complaint.

Alternatively you can contact RSA direct as follows:

Email: [ian.geekie@uk.rsagroup.com](mailto:ian.geekie@uk.rsagroup.com)

or

Email: [john.z.whitfield@uk.rsagroup.com](mailto:john.z.whitfield@uk.rsagroup.com)

We aim to resolve your concerns within 24 hours. Experience tells us that most difficulties can be sorted out within this time.

### Step 2

In the unlikely event that your concerns have not been resolved within this time, your

complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive Officer. Their contact details are as follows:

Post:

RSA Customer Relations Team  
P O Box 255  
Wyomondham  
NR18 8DP  
Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## WHAT TO DO IF YOU ARE STILL NOT SATISFIED

If you are still not satisfied Royal & Sun Alliance Insurance Ltd is regulated by the Financial Conduct Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them.

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone:  
0800 0234567 (for landline users)  
0300 1239123 (for mobile users)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## YOUR RIGHTS

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

British Engineering Services Limited. Registered in England and Wales (No. 09299724) at Unit 718, Eddington Way, Birchwood Park, Warrington, WA3 6BA. Authorised and regulated by the Financial Conduct Authority.

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