# **Schedule for Your Engineering Policy**

Produced on 26 January 2021 Page 1 of 7

# **Your Renewal Schedule**

Please keep The Schedule safe with Your policy.

This Schedule outlines your cover. Clauses and Conditions applying to your cover are detailed in the Clauses and Conditions Schedule and should be read and understood in conjunction with your policy wording.

**Policyholder Details** 

The Policyholder Sewells Reservoir Construction Ltd T/A SRC Aggregates & SRC

Readymix Ltd

Contact address B Lodge, Highwood Quarry

Dunmow CM6 1SL

The Business Machine Demolition and soft strip only (i.e excluding ball and chain, one

drop/felling or explosives), Sand & Gravel Extraction, Haulage of Aggregates & Waste Soil, Recycling, Waste Soil Removal (including soils/stones containing the hazardous substances hydrocarbons & heavy metals & Japanese Knotweed & category B non licenced asbestos), Landfill, Reservoir Construction, Builders Merchants (buying/selling of aggregate materials), Concrete Production and Contracting (including

external muck shifting) and Plant Hire.

**Policy Details** 

Policy number 100669753ENG
Effective date 01 February 2021
Expiry date 31 January 2022

Annual premium (excluding

Insurance Premium Tax) £49,936.40
Insurance Premium Tax £5,992.37
Total amount due £55,928.77

## **Insurance Adviser Details**

Your Insurance Adviser JAMES & LINDSAY LTD

201 SHRUB END ROAD

COLCHESTER ESSEX CO3 4RH

## **Important**

If the information in The Schedule is incorrect or incomplete, or if the insurance does not meet Your requirements, please tell Us as soon as possible.

You are reminded of the need to tell Us immediately of any circumstances or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant circumstances may invalidate Your policy, or may result in the policy not operating fully.





# **Summary of Cover**

**The Policyholder** Sewells Reservoir Construction Ltd T/A SRC Aggregates & SRC Readymix

Ltd

The Business Machine Demolition and soft strip only (i.e excluding ball and chain, one

drop/felling or explosives), Sand & Gravel Extraction, Haulage of Aggregates & Waste Soil, Recycling, Waste Soil Removal (including soils/stones containing the hazardous substances hydrocarbons & heavy metals & Japanese Knotweed & category B non licenced asbestos), Landfill, Reservoir Construction, Builders Merchants (buying/selling of aggregate materials), Concrete Production and Contracting (including

external muck shifting) and Plant Hire.

There may be differences in the cover selected between premises, so please check the details carefully.

#### Sections You have chosen to cover:

Plant and Equipment

#### Other sections available that You have chosen not to cover:

Machinery, Computer, Cyber, Terrorism, Inspection Service

# **Conditions**

The following conditions apply across all sections of your policy in addition to the conditions contained within your Policy Wording unless otherwise stated

#### **Claims Procedure**

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) tell Us immediately of any event or occurrence which may result in a claim
- (2) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves
- (3) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
  - (a) 30 days, or
  - (b) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
    - of You becoming aware of the event or occurrence, or such further time that We may allow
- (4) provide Us with all information and help We require in respect of the claim
- (5) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
- (6) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement
- (7) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

# **Subjectivity Condition**

The insurance cover provided by Aviva may be subject to You or Us carrying out certain actions. We will clearly state below if the insurance provided by Us is subject to You

- (1) providing Us with any additional information requested by the required date(s)
- (2) allowing Us access to The Premises, Your Contract Sites, and/or The Business to carry out surveys
- (3) completing any actions agreed between You and Us by the required date(s)
- (4) allowing Us to complete any actions agreed between You and Us.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option

- (1) modify the premium
- (2) make amendments to the terms and conditions of the insurance cover
- (3) require You to make alterations to The Premises for which We have provided an insurance cover by the required date(s)
- (4) withdraw any insurance cover provided
- (5) leave the terms and conditions of the insurance cover and the premium, unaltered.

We will contact You with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved We will withdraw the insurance cover.

The above conditions do not affect Our right to withdraw any insurance cover if We discover information material to Our acceptance of the risk that was not disclosed when requesting the original quotation.

## **Premium Rebate Agreement**

Applicable Sections	IBNR Factor	Premium Rebate Calculation Date
Plant and Equipment	0%	Annual renewal date

#### **Premium Rebate**

Subject to You offering renewal of the insurance under the Applicable Sections of this policy for a minimum of a further 12 months at each Annual Renewal Date, and for a minimum of a further 12 months from the expiry date of this Agreement. We will provide a return of premium to You in accordance with the following scale, providing that the parameters of the Loss Ratio as set out in the table below are not exceeded on either an annual or cumulative basis over the Period of the Agreement.

Loss Ratio not exceeding	Premium Rebate
0.00%	15.0%
15.00%	10.0%
20.00%	5.0%

# For the purpose of this Agreement, the following definitions apply:

#### **Loss Ratio**

The annual Incurred Claims Cost expressed as a percentage of the annual Premiums Paid (to the nearest 1%). Where the Incurred Claims Cost has been calculated prior to the expiry of the Period of Insurance, an adjustment will be made for the expiring months to represent a full year, enabling a 12 month Loss Ratio to be calculated.

Any rebate allowed may be subject to subsequent annual recalculation until all claims for that year have been settled or terminated.

#### Incurred Claims Cost

The total of claims paid and outstanding reserves accruing to the Period of Insurance being adjusted, plus an IBNR factor in respect of claims incurred but not yet reported to Us.

#### IBNR Factor

The factor detailed above which is applied to the relevant section specified in the Applicable Sections in respect of claims incurred but not yet reported to Us.

#### **Premium Rebate Calculation Date**

The date on which We will calculate any premium due to You under the terms of this Agreement under each Applicable Section.

#### **Premiums Paid**

The total Gross, premiums paid in respect of the Applicable Sections for the period commencing at the inception of this Agreement, up to each subsequent Annual Renewal Date (annual renewal premium and any mid-term or end of year adjustments) but excluding any IPT or taxes.

This Agreement is subject to all other terms and conditions of the Policy.

# **Contact Details for Claims and Help**

# Do You or Your employees use a Smartphone or Tablet Device?

Why not scan the QR Code and store Our contact details directly to Your device?



## **Services**

As an Aviva customer, You can access additional services to help You keep Your business running smoothly. For Our joint protection telephone calls may be recorded and/or monitored.

# **Contact Details for Claims and Help** (continued)

## **Making a Claim**

Should you need to make a claim under this policy, please contact us on **0800 015 1498**. Lines are open 9am to 5pm Monday to Friday.

Or e-mail us at: engineering.claims@aviva.co.uk.

Or write to us at: Aviva Engineering Claims, 4th Floor, The Observatory, Chapel Walks, Manchester, M2 1HL. In all cases, please quote your policy number.

#### Legal and Tax Helpline 0345 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and You pay for just the cost of the call.

#### Risk Solutions Helpline 0345 366 6666

Call for advice on safety, fire, security and other issues that can affect Your business. Most enquiries can be dealt with over the telephone, but if We can't give you an immediate answer, We will deal with your enquiry within one working day.

This service is available during office hours with an answering service outside these times.

#### Counselling Service Helpline 0117 934 0105

This is a confidential service available to Your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

#### Website - www.cutredtape.co.uk

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to:

- Over 700 legal and business guides across HR, sales and marketing, finance, technology, law, and risk management;
- Easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters;
- · Discounts on legal services;
- email alerts on changes in law, legislation and regulation.

To register, please visit www.cutredtape.co.uk and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

# **Plant and Equipment**

Maximum Limit of Indemnity £2,500,000

Your Plant and Equipment

Sum Insured	Basis of Claims Settlement	Limit of Indemnity
£6,648,842	24 months	£1,500,000

# **Property Insured**

Plant and equipment including trailers

Premium Adjustment applies

#### **Excess**

You will pay the first £2000 in respect of fire, lightning, explosion and other aerial and/or spatial devices or articles dropped from them.

You will pay the first £2000 in respect of flood.

You will pay the first £2000 in respect of theft, attempted theft and malicious damage.

You will pay the first £2000 for all other Damage.

Sum Insured	Basis of Claims Settlement	Limit of Indemnity
£2.939.000	12 months	£2.500.000

# **Property Insured**

Terrex Finlay 595 Hydratrak (FN18) - £48493 - £69,500 Anaconda 60 ft tracked conveyor Screener - TR6036 0084 - £43,500 Powerscreen Warrior 1400 Screener - PID00133CDGH54511 - £125,000 Finlay 883 Screener - £5,000

Anaconda Tracked Conveyor T60x36 Red Knight TR6036-0106 - £43,500

Finlay Jaw Crusher - £219,500 Sandvik QE140 Screener - £90,000

Terex Finlay 883 + Spaleck Screener MUCKIT-TRX883STVDG167225 - £199,500

Kiverco MP1200 Picking Station SA9K1AM13FA254013 - £75,000

Terex Finlay 595 Hydratrak TRX595HTCDGK59937 - £90,500

Terec Finlay 683 Screener TRX00683HBGK39533 - £105,000

Kleeman MC110Z EVO Jaw Crusher K0060409 - £285,000

Kleeman MR130ZS Evo 2 Impact Crusher Serial K077.0343 - £690,000

Screener EQ0003598 J-960 ,Serial No. TRXJ961AEOML 12039, Model Year 2020 -£193,500

Screener J-1160, Serial No. TRX1161JVOML 12125, model year 2020 - £227,000

Terrex Screener - £227,500

Wirtgen K072.0102 Crusher - £250,000

### **Excess**

You will pay the first £2000 in respect of fire, lightning, explosion and other aerial and/or spatial devices or articles dropped from them.

You will pay the first £2000 in respect of flood.

You will pay the first £2000 in respect of theft, attempted theft and malicious damage.

You will pay the first £2000 for all other Damage.

## **Hired in Plant and Equipment**

Estimated Hiring Limit of Charges Indemnity
£610,000 £700,000

## **Property Insured**

Plant and equipment including trailers, screeners and crushers

Premium Adjustment applies

#### **Excess**

You will pay the first £2000 in respect of fire, lightning, explosion and other aerial and/or spatial devices or articles dropped from them.

You will pay the first £2000 in respect of flood.

You will pay the first £2000 in respect of theft, attempted theft and malicious damage.

You will pay the first £2000 for all other Damage.

# **Additional Covers**

# **Construction Plant Hire Association Contract Lift Cover**

Maximum payable any one event £25,000

Loss of Fuel from bowsers

Maximum payable any one claim £5,000 Excess £500

**Loss of Keys** 

Maximum payable any one claim £2,000 Excess £0

## **Interested Party**

The Interest of AGA Plant Ltd is noted on a Terex Finlay 883 Screener on permanent loan to You.

# Clauses and Conditions Schedule

# Introduction

The Clauses and Conditions included in this Schedule apply to the covers you have selected. This document should be read in conjunction with your cover Schedules.

# **Clauses**

# **Plant and Equipment Clauses**

Clauses applying to all Plant and Equipment Risks on cover (subject otherwise to the terms and conditions shown in Your Policy).

The following clauses are applicable and are displayed in full in Your Policy wording:

Additional Property Insured – Enhanced Inventory Cover, Automatic Reinstatement of Sum Insured, Immobilised Property, Non-invalidation, Nil Excess where approved tracking device is fitted, Property Insured Hired Out – Pursuit of Recovery, Protection and Removal

The following clauses are applicable and are displayed in full in Your Policy wording with the information below explaining any values relating to each of them:

Anti-theft Devices	Maximum payable any one claim	£5,000	
	The Excess	£0	
Contents within Site Huts or Temporary Buildings	Maximum payable any one claim	£25,000	
Debris Removal	Maximum payable any one claim	£25,000	
Fire Brigade Charges	Maximum payable any one claim	£10,000	
Incidental Hiring Out	Maximum payable any £25,000 one claim		
Loss Avoidance Measures	Maximum payable any one claim	£25,000	
Property On Demonstration or Free Loan	Period	30 day(s)	
	Maximum payable any one claim	£25,000	
Repair Investigation Costs	Maximum payable any one claim	£25,000	
Temporary Removal	Period	150 day(s)	
	Maximum payable any one claim	£100,000	
Temporary Repair Costs and Expediting Expenses	Maximum payable any one claim	£25,000	
Windscreen Excess	The Excess	£0	

# **Action You Must Take**

The following Conditions apply in addition to any Conditions stated in Your policy wording.

# The following Condition applies to all Sections

## **Reasonable Precautions and Maintenance of Property**

You must

- (1) maintain all premises and equipment, including fire extinguishing and security equipment, in a continuous satisfactory state of repair and in full working order in accordance with the manufacturers instructions and servicing requirements.
- (2) take all reasonable precautions to prevent loss, destruction or damage to the property insured and accident or injury to any person or loss, destruction or damage to their property.
- (3) conduct The Business in a lawful manner, complying with all legal requirements and safety regulations.
- (4) keep a record of purchases and sales.

# **Plant and Equipment**

# The following Conditions apply to the Plant and Equipment Section

#### **Maintenance**

If in relation to any claim You have failed to fulfil the following condition We will not pay that claim.

You must maintain all Your plant and equipment in accordance with the manufacturers recommendations.

# **Property Insured Hired Out**

If in relation to any claim You have failed to fulfil the following condition We will not pay that claim.

When the Property Insured is hired out You must do so under written conditions that make the hirer responsible for Damage to the Property insured to at least the same extent as either the Construction Plant-hire Association or Scottish Plant Owners Association Model Conditions.