

EARTHMOVING CONTRACTORS' LIABILITY

The following points, standard in the policy and produced herein for guidance only, highlight certain aspects of the Lumley General Insurance Limited/ CEMAC Broadform Public/Products wording which we believe are of particular interest to earthmoving contractors.

The "Business Insured" is: "The operation (ie "tool of trade risk") of Machinery listed in the schedule which includes the activities of persons employed by the Insured directly associated with such operation together with the use of any property by the Insured for their administration, maintenance or storage purposes in connection with such Machinery".

Includes:

1. Damage to pipes and cables provided that appropriate authorities have been consulted and written details obtained from them as to the position of such underground pipes and cables together with their supports and fittings.
2. Injury or property damage caused by vibration or removal or weakening of support of adjacent structures to a limit of \$250,000.
3. Injury or property damage caused by demolition of "stand-alone" buildings or structures to a height of 5 metres when such demolition is incidental to the Insured's activities as an earthmover.
4. Property damage caused by or arising out of the use of an unregistered Machine whilst being driven between a point of unloading and its point of destination to carry out that days work and whilst returning to the point of reloading for its conveyance from the area provided that such point of loading/unloading is as near as reasonably practical to the worksite.

Excludes:

Injury or property damage caused by tunnelling or underground mining/excavation activities.

It is important to note that nothing herein over-rides any clause or alters in any way the policy wording. It is entirely up to brokers and their clients to read the policy wording and satisfy themselves that it meets their requirements.