

## Damage/Loss Waiver Scheme

Nationwide Platforms offer the “PowerGuard” Damage & Loss Waiver Scheme to any customers wishing to protect themselves against liability for damage or loss to hired equipment, assumed under the terms of the hiring agreement, while at locations within the UK or the Republic of Ireland and while in transit (other than by sea or air) including any associated loading and unloading.

The Scheme will also pay for the customer’s liability for payment of continuing hire charges to Nationwide Platforms for which they are responsible under the terms of their hiring agreement as a result of such damage.

The scheme is available for both Self Operated and NWP Operated hires and is a variation (by waiver) of Nationwide Platforms’ (the hirer’s) legal right to be made good for loss and damage under the terms of the associated hire agreement.

The two levels of the PowerGuard scheme available are:

### PowerGuard Gold

Provides the hirer with protection against the cost of repair or replacement of the equipment following accidental damage but specifically excludes loss of equipment, theft, vandalism and malicious damage. An excess of £1,000 applies to each and every claim for equipment on hire.

### PowerGuard Platinum

Provides the hirer with protection against the cost of repair or replacement of the equipment following accidental damage, loss, theft, vandalism or malicious damage. There is no excess to pay.

### Terms and Conditions – Self operated hires

PowerGuard scheme benefits are extended to the hirer in exchange for a set premium on the hire rate. Cover will be provided at the stated level on the hire order confirmation provided that:

- Operators of the equipment have undergone an industry recognised training course and hold a valid licence for the particular class of equipment. Powered Access operators shall hold a valid PAL licence for the category of MEWP.
- The equipment is operated in accordance with the manufacturer’s instructions.
- The equipment is stored in a secure building or site when not in use outside contracted hours of hire.
- Daily and weekly safety inspections are carried out which include but shall not be limited to oil, water, battery, fuel and safety systems. Weekly inspections shall be documented and available on request to the hirer.
- Any damage is reported to the hiring branch as soon as it is discovered and always before it is returned / collected.
- Theft, malicious damage and vandalism is reported to the police as soon as it is discovered, and a crime reference number obtained.

### Terms and Conditions – Operated hires

PowerGuard Scheme benefits are extended to the hirer in exchange for a set premium on the hire rate. Cover will be provided at the stated level on the hire order confirmation provided that:

- The equipment is stored in a secure building or site when not in use outside contracted hours of hire, unless it has been removed from site to another location by the NWP Operator.
- Theft, malicious damage and vandalism is reported to the police as soon as it is discovered, and a crime reference number obtained.

### Principal Exclusions – Self operated hires

- The equipment must not be driven on roads or other areas where the Road Traffic Act applies unless the hirer has insured it for comprehensive motor risks, or the hirer has taken out NWP Self Drive Damage Waiver Scheme (SDDW). For the avoidance of all doubt, the PowerGuard scheme does not apply to motor/public highway related incidents.
- Damage caused by paint overspray or chemical contamination.
- Damage to filters, fuel lines or engines, due to use of contaminated / incorrect fuel or failure to follow manufacturer fuelling instructions.
- Damage to electrical components, wiring or associated equipment resulting from incorrect electrical recharging.
- Damage caused to the equipment by overloading.
- Damage by fire as a result of hot works undertaken from the equipment.
- Corrosion (whether caused by chemicals, environmental conditions or otherwise).
- Damage caused by failure to maintain lubricant and coolant levels, failure to charge batteries and/or maintain tyre pressures correctly.
- Damage incurred while on hire/loan to another party without the written consent of Nationwide Platforms.
- Consequential losses other than continuing hire charges.
- Loss or damage from use in violation of any statutory laws and regulations.
- Damage to the equipment as a result of a wilful or reckless act or neglect (including, but not limited to, as a result of adverse ground conditions).
- Damage or loss when machine is underground or waterborne.
- Damage or loss caused by Electric Arcing.
- Damage or loss caused by Asbestos or nuclear incidents or contamination.

### Principal Exclusions – Operated hires

- Damage caused by paint overspray or chemical contamination.
- Damage caused to the equipment by overloading.
- Damage by fire as a result of hot works undertaken from the equipment.
- Corrosion (whether caused by chemicals, environmental conditions or otherwise).
- Consequential losses other than continuing hire charges.
- Loss or damage from use in violation of any statutory laws and regulations.
- Damage to the equipment as a result of a wilful or reckless act or neglect by parties other than the Operator.
- Damage or loss when machine is underground or waterborne.
- Damage or loss caused by Electric Arcing.
- Damage or loss caused by Asbestos or nuclear incidents or contamination.

### Excess

- Gold Scheme Excess is £1,000 for each and every equipment claim.
- Platinum Scheme Excess is £0 for each and every equipment claim.

*Failure to adhere to any of the above terms and conditions may invalidate any claim.*

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