



CREDIT APPLICATION PACK

Use this pack to apply for credit facilities with Sunbelt Rentals Ltd, instruct your Bank or Building Society to pay by Direct Debit or to obtain Sunbelt Rentals Insurance. Simply complete and return the relevant sections of the forms enclosed.



Company Information (Photo ID may be required if requested by Sunbelt Rentals Ltd or if individual or guarantor supplied)

Business Type (Please circle): Limited Company Partnership Sole Trader Date of Incorporation: ____ / ____ / ____
Please supply company letterhead

Customer Name (Individual or Company): _____ Company Reg. No.: _____

Trading as (If different): _____

Registered Address: (Please supply Letterhead/Utility Bill) _____

 _____ Post Code: _____

Address for Accounts (If different from above): _____

 _____ Post Code: _____

UK Landline Telephone number: _____ UK Mobile No: _____ E-mail (required): _____

Principal Directors / Proprietors

(Please include home address. Photocopy of ID will be required e.g. Driving Licence/UK Passport for non-limited applications only)

Name: _____ DOB: ____ / ____ / ____

Home Address: _____ ID Required: Y N

_____ Type: Driving Licence Passport

_____ Post Code: _____

Name: _____ DOB: ____ / ____ / ____

Home Address: _____ ID Required: Y N

_____ Type: Driving Licence Passport

_____ Post Code: _____

Name: _____ DOB: ____ / ____ / ____

Home Address: _____ ID Required: Y N

_____ Type: Driving Licence Passport

_____ Post Code: _____

Trade References

Trade Reference 1

Company Name: _____ Company Reg. No.: _____

Trading as (If different): _____

Registered Address: _____

 _____ Post Code: _____

UK Landline Telephone number: _____ UK Mobile No: _____ E-mail: _____

Trade Reference 2

Company Name: _____ Company Reg. No.: _____

Trading as (If different): _____

Registered Address: _____

 _____ Post Code: _____

UK Landline Telephone number: _____ UK Mobile No: _____ E-mail: _____

We are committed to compliance with the General Data Protection Regulation. As we are collecting personal identifiable information (driving licence, etc.) the details you provide in this application pack will only be used to administer your account. Please be assured we will treat your information with the utmost care and will never sell it to other companies for marketing purposes. We do communicate on a regular basis by email with users who subscribe to our services, and we may also communicate by phone to resolve customer complaints or investigate suspicious transactions. We may use your email address to confirm your opening of an account, to send you notice of payments, to send you information about changes to our products and services, and to send notices and other disclosures as required by law. Generally, users cannot opt out of these communications, which are not marketing-related but merely required for the relevant business relationship.

With regard to marketing-related types of communication (e.g. emails and phone calls), Sunbelt Rentals Ltd will where legally required only provide you with such information we feel you will have a legitimate interest in or have opted in to receive. You will have the opportunity to opt out if you do not want to receive further marketing-related types of communication from us. You can opt out of these at any time by emailing marketing@sunbeltrentals.co.uk.

Your Bank Details

Bank/Building Society:

Registered Address:

Post Code:

UK Landline Telephone number: Fax: E-mail:

Name(s) of Account Holder(s)

Bank/Building Society Account Number: Branch Sort Code:

Paperless Billing

Our preferred method of sending invoices and statements is via our Paperless Billing System. You will be automatically registered to this service; it's greener, quicker and easier.

Please provide the following details:

E-mail Address for Invoices:

Person Responsible for Payment of Invoices: Tel:

If you would still like to receive your invoices through the post please tick here Purchase Order Number Required? (Please circle): Y / N

Please note we cannot be held responsible if purchase orders are not used or are fraudulently used

Ways To Pay

Our bank details are: SORT CODE 30-00-02 ACCOUNT NUMBER 00272472 BANK NAME LLOYDS BANK

BACS / CHAPS - Send your remittance advice to us at the following e-mail address: remittance@sunbeltrentals.co.uk

Direct Debit - Please complete and return the attached Direct Debit form on the reverse of this pack.

Credit / Debit Card - Please contact Credit Services on 01925 281110 if you would like to pay by card.



Cheque - Please make cheques payable to Sunbelt Rentals Ltd. Postal address for cheques: Sunbelt Rentals Ltd, PO Box 119, Warrington WA3 6YT

(When making a payment, please include your Customer Account Number in the reference)

Insurance Cover for Loss or Damage to Rental Equipment

Do you have an insurance policy covering Hired-in Plant? (Please tick):

- Yes - Please attach a copy of your Hired-in Plant insurance cover note.
- No - I / We have no Hired-in insurance cover. On this basis, all costs for Damage / Loss / Theft to hired equipment will be paid directly by the customer.
- We would like to apply for Sunbelt Rentals Insurance and will sign and return the enclosed form accordingly.

TERMS AGREEMENT

For Credit Facilities with Sunbelt Rentals Ltd. I confirm that this information is true and complete and I have the authority to open this account. I agree to be bound by Sunbelt Rentals Limited Terms and Conditions which, together with the information set out in this application, form the agreement between us ("the Agreement"). The Agreement constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. I agree that in entering into this agreement I do not rely on and shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Agreement. I understand that, as part of the contractual obligation to fulfil the agreement and to comply with a legal obligation to prevent fraud, Sunbelt Rentals Ltd, may from time to time, undertake certain checks on me by consulting a licensed credit reference agency, trade references or bankers references for the purpose of establishing credit worthiness, debt recovery or fraud prevention. The agency may record the search, and no further notification will be given to me by Sunbelt Rentals Ltd, when undertaking such searches that may be conducted from time to time.

Sunbelt Rentals Ltd may impose a credit limit on my account for its own internal credit monitoring purposes. I understand that my liability is not in any way affected by or capped at the credit limit. Sunbelt Rentals Ltd, may in its absolute discretion at any time and without notice (i) increase or decrease any credit limit and/or (ii) refuse to supply any further plant or equipment once the credit limit has been reached or for any reason or for no reason at all.

Signed: Print Name:

Date: ____ / ____ / ____ Position:

Note: Please see the Downloads section of www.sunbeltrentals.co.uk for Sunbelt Rentals Ltd Terms & Conditions of Hire.

The following section may need to be completed for recently incorporated businesses or at the discretion of Sunbelt Rentals Ltd.

Please refer all enquiries to the Credit Services Department.

DEED OF GUARANTEE

The Deed of Guarantee is made by the undersigned of the address below. Where goods and/or services are to be supplied by Sunbelt Rentals Ltd and the undersigned has agreed to provide this Guarantee in relation to monies payable in respect of these goods/services.

Now this deed witnesses as follows:

1. The Guarantor unconditionally and without limitation undertakes that in the event of the Customer failing to make payment of all sums due at the date of this Guarantee and falling due in the future in respect of goods and/or services supplied then the Guarantor will make payment of the sums due.
2. The Guarantor hereby acknowledges that liability under this deed shall continue irrespective of any liquidation, administration, dissolution or change of name, composition or constitution of the customer and shall not be affected in any way by Sunbelt Rentals Ltd granting any indulgence or making any concessions to the Customer.
3. Sunbelt Rentals Ltd will not be bound to first make any demand on or enforce any rights against the Customer before requiring payment by the Guarantor of the sums due under this guarantee.
4. This Deed shall be governed by and construed in accordance with English law. Any proceedings relating to any dispute or claim arising out of or in connection with this Deed instituted against the Guarantor by Sunbelt Rentals Ltd shall be brought in the courts of the Guarantor's country of domicile, and any such proceedings against Sunbelt Rentals Ltd by the Guarantor shall be brought in the courts of England.
5. This is a Deed and has been executed by the parties to it as a Deed.
6. The Guarantor must have the financial means to guarantee all required payments and not just outstanding hire charges.
7. This Deed constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Deed it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Deed.

We strongly advise that you seek independent legal advice before signing this document.

Company Name:

Company Registration Number:

Guarantor's Signature:

Print Guarantor's Name:

Address of Guarantor:

Post Code:

Name of Sunbelt Rentals Witness:

Sunbelt Rentals Witness Signature:

Service Centre Address of Sunbelt Rentals Witness:

Post Code:

Please provide photocopy of ID e.g. Driving Licence/UK Passport (copy will be required).

The Sunbelt representative named above will forward the completed application documents and photocopies of ID to the contact details below.

By e-mail to newaccounts@sunbeltrentals.co.uk

Or by post to: **Credit Services Department, Sunbelt Rentals Ltd,
102 Dalton Avenue, Birchwood Park, Warrington WA3 6YE**

For Office Use Only: (To be completed by the Sunbelt Rentals representative named above who has personally met the applicant)

Originating SC No/Sales Territory Code:

SC Manager/Sales Person's Name:

SC Manager/Sales Person's Signature:

FOR SUNBELT RENTALS USE ONLY

New Account Checklist

Please use this list to check that all of the correct documents have been provided. Failure to provide all necessary documentation will result in a delay in opening the account, or the application being declined.

Limited Companies

- Fully completed new account form signed by a company director
 - Copy of company letterhead or recent utility bill
 - Two trade references
 - Bank account details
 - Remember! - Have You Completed the 'For Office Use Only' Section?**
-

Non Limited Businesses

- Fully completed new account form signed by partner/owner
 - Copy of photographic ID for all partners/owners
 - Remember – Keep A Copy Of ID At The Service Centre**
 - Two trade references
 - Bank account details
-

Deed Of Guarantee

- Make sure the company details are completed
- Copy of photographic ID for guarantor
- Remember – Keep A Copy Of ID At The Service Centre**
- Have you witnessed the guarantee being completed?

Make Your Payments by Direct Debit

Making payments by Direct Debit can make the payment process quicker and more efficient for you. If you would like to make your payments by Direct Debit, simply complete the details below, detach this page and return, either by e-mail to newaccounts@sunbeltrentals.co.uk, by fax to **0845 508 7495** or by post.

Alternatively, call our Credit Services department on **01925 281110**.



Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send it to:

Sunbelt Rentals Ltd
102 Dalton Avenue, Birchwood Park, Warrington WA3 6YE

Service User Number:

Name(s) of Account Holder(s):

Bank/Building Society Account Number:

Branch Sort Code (from the right hand corner of your cheque):

Name and full postal address of your Bank or Building Society:

To: The Manager Bank/Building Society:

Address:

Postcode:

Reference Number (for official use only):

Instruction to your Bank or Building Society to pay by Direct Debit

Please pay FCC re Sunbelt Rentals Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with FCC re Sunbelt Rentals Ltd and, if so, details will be passed electronically to my Bank/ Building Society.

Signature(s):

Date:

Banks and Building Societies may not accept Direct Debit Instructions for some types of account.

This Guarantee should be detached and retained by the Payer.

The Direct Debit Guarantee

- This Guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit FCC re Sunbelt Rentals Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request FCC re Sunbelt Rentals Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of request.
- If an error is made in the payment of your Direct Debit, by FCC re Sunbelt Rentals Ltd or your Bank or Building Society you are entitled to a full and immediate refund of the amount paid from your bank or building society - If you receive a refund you are not entitled to, you must pay it back when FCC re Sunbelt Rentals Ltd asks you to.
- You can cancel a Direct Debit at any time by simply contacting your Bank or Building Society. Written confirmation may be required. Please also notify us.



SUNBELT RENTALS INSURANCE

WHAT YOU NEED TO KNOW

To help you avoid the inconvenience and potential logistical problems associated with sourcing equipment insurance from a third party provider covering loss or damage, we offer Sunbelt Rentals Insurance. For further details, please see below or visit our website at www.sunbeltrentals.co.uk

What is Covered?

On payment of the appropriate premium, Sunbelt Rentals Insurance covers the hirer's responsibility for items on hire from Sunbelt Rentals Ltd Insurance under their Terms and General Conditions for the Hiring of Plant:

- For loss or damage anywhere in the UK (including whilst in transit)
- Up to £100,000 for any one incident with no single item limit
- For replacement as new up to 24 months old
- Including the cost of removing debris and certain other specified emergency costs incurred with insurers' approval

What is Not Covered?

The principal policy exclusions are:

- The policy excess

CLAIM VALUE		EXCESS	BUT - no excess applies for claims involving theft of Plant fitted with an activated tracker
Up to £500	-	£25	
£501 - £1000	-	£50	
£1001 - £2000	-	£75	
£2001 - £2500	-	£100	
£2501 - £5000	-	£250	
£5001 and over	-	£500	

- Please note that Formwork and Falsework equipment and certain specialist Utilities items which are used or associated with being used underground are excluded from Rental cover. Please ask for details
- Continuing hire charges and any loss which happens as an indirect result of an event for which you are insured
- Loss or damage whilst hired items are in or on a vehicle unless:
 - All doors are locked and windows/openings are securely fastened whilst the vehicle is unattended
 - Items are securely mounted or fixed to the vehicle or kept in a suitable container whilst in transit
- Unexplained losses (there must be an identifiable incident such as theft, fire, flood, etc.)
- Loss or damage to:
 - Tyres as a result of road or site punctures, cuts or bursts, cutting edges (other than diamond cutting wheels), tools, trailing cables, fixing pipes or safety or protective devices due to their operation. However, loss or damage to such items may be covered if forming part of a claim involving Plant to which such items are attached

- Mechanically propelled vehicles, unless unlicensed or primarily designed as a tool of trade, motor cycles or quad-bikes
- Loss or damage due to:
 - Intentional act, wilful omission, neglect or failure to take reasonable precautions to prevent loss or damage
 - Wear and tear, breakdown or inevitable damage
 - Cleaning, maintenance or treatment
 - Use underground, underwater or offshore
 - Use of two or more items of Plant in a single lifting operation
 - War, terrorism, riot in Northern Ireland or nuclear incidents

Best Practice Security Requirements

If hired items are left unattended overnight or at weekends:

- Mobile items (on wheels, tracks or self propelled) should be:
 - Immobilised by fitting and setting of a recognised locking device or factory installed engine immobiliser system or
 - Secured within a locked building compound or yard which must have enclosed perimeter walls or fencing and pad locked points of entry
- Machine attachments, power tools, hand tools and manually powered implements should be secured:
 - Within a locked building or
 - Within a secure compound or unit receptacle which should be within a secure compound or yard or
 - If in or on a vehicle, it shall be parked in a secure or attended garage or yard

In the Event of Loss or Damage

- The hirer must immediately notify the:
 - Sunbelt Rentals Ltd hiring depot and advise the date and time of loss, details of the circumstances and details of any other parties involved
 - Police following theft, malicious damage or riot, within seven days. A crime number must be obtained
- The hirer must retain and protect any damaged item for examination by the Insurer or their representatives, if required
- The Insurer will settle the claim directly with Sunbelt Rentals Ltd.

To apply Sunbelt Rentals Insurance to your hire contracts, please complete and return the form overleaf.

FREQUENTLY ASKED QUESTIONS

**Customer Hotline:
0370 050 0797**

1. The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. It requires us to give you this information. Use this information to decide if our services are right for you.

2. Your demands and needs (non advised) and market selection:

In obtaining your quotation we have only approached one insurer, HSB Engineering Insurance Ltd. We have chosen to only work with this insurer for Sunbelt Rentals Ltd customers because this policy is designed to meet the demands and needs of plant equipment hirers who wish to insure against their contractual liability for loss of, or damage to, plant hired from Sunbelt Rentals Ltd.

3. Which service will we provide to you?

We will not offer any advice and you will need to make your own decision regarding the suitability of any policy of insurance purchased.

4. What will you have to pay for our services?

We normally receive a commission from the insurer with whom we place your business. We will make no further charge.

5. Who regulates us?

Sunbelt Rentals Ltd is an Appointed Representative of Marsh Ltd and Marsh Commercial is a trading name of Marsh Commercial. Marsh Ltd is authorised and regulated by the Financial Conduct

Authority for General Distribution and Credit Broking (Firm Reference No 307511). Registered in England and Wales Number: 1507274, Registered office: 1 Tower Place West, Tower Place, London, EC3R 5BU. All rights reserved.

6. What to do if you have a complaint?

Our aim is to provide a first class service, however, if you wish to register a complaint, please contact:

Complaints Department, Marsh Commercial Castlemead,
Lower Castle Street, Bristol BS1 3AG

Tel: 0117 240 2000

Email: complaints@marshcommercial.co.uk

If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service.

7. Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS www.fscs.org.uk or by calling 0800 678 1100.

8. Treating Customers Fairly

We treat clients as we ourselves would wish to be treated in a fair and supportive way with customer service being the cornerstone of our proposition.



Please return your completed form to us:

By e-mail to newaccounts@sunbeltrentals.co.uk

Or by post to: Credit Services Department, Sunbelt Rentals Ltd,
102 Dalton Avenue, Birchwood Park, Warrington WA3 6YE

I have reviewed the Customer Summary of Cover for Rental and fully understand the scheme.

Please apply the Sunbelt Rentals Insurance Scheme to all hire contracts raised on this account.

Customer Name:

Account No:

Effective Date:

**Photographic ID is required for all Rental applications.
(For Limited companies, photographic ID must be provided by a registered Director).**

To Be Signed By A Registered Director or Business Owner (for non Ltd Businesses)

Print:

Signature:

Job Title:

Date:



ANNUAL CERTIFICATE OF INSURANCE
Certificate No: 001a

In accordance with authorisation granted to Marsh Ltd (t/as Marsh Commercial) by HSB Engineering Insurance Ltd, this certificate is evidence that cover has been arranged which will indemnify against their legal liability for loss or damage as detailed in the Policy occurring during the Period of Insurance subject to terms, limitations and conditions of Master Policy which is available on request or for inspection at the office of Marsh Commercial or the registered office of Sunbelt Rentals UK Ltd.

First Insured: Sunbelt Rentals Ltd and the Customers of Sunbelt Rentals Ltd shown on the hire contract, provided that Customer has elected to purchase and paid the applicable premium for the Sunbelt Rental insurance provided by this policy, for their respective rights and interests

Period of Insurance: From 01/07/2022 to 31/06/2023

Situation

Any Situation in the United Kingdom (or other geographical areas as agreed with insurers) including transit

Limit of Liability

£100,000 Any One Occurrence

Insured Property:

Equipment or items of plant, tools or equipment which is/are:-

Owned by Sunbelt Rentals Ltd for which Sunbelt Rentals Ltd has legal responsibility and described in the hire contract and

Hired to the Customer under the Standard Terms And General Conditions For The Hiring Of Plant issued by Sunbelt Rentals Ltd and

For which The Customer has specifically elected to purchase Sunbelt insurance cover under this policy as evidenced in the hire contract.

For full details of cover please contact
Marsh Commercial

Registered office: 1 Tower Place West, Tower Place, London EC3R 5BU

Tel : 01482 388554



Status Disclosure

Sunbelt Rentals Ltd

is an Appointed Representative of

Marsh Ltd

1 Tower Place West,

Tower Place,

London

EC3R 5BU

for General Insurance Business.

Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511). Registered in England and Wales Number: 1507274, Registered office: 1 Tower Place West, Tower Place, London EC3R 5BU. All rights reserved.

HSB “Rental Insurance” Insurance Product Information Document

Product: HSB Rental Insurance

Company: HSB Engineering Insurance Limited

Registered in England and Wales: 02396114, New London House, 6 London Street, London EC3R 7LP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This Insurance Production Information Document provides an overview of the main features of the HSB Rental Insurance policy, and does not go into detail about all of the terms and conditions. You should read the policy document for full details of cover and the policy schedule for the sums insured, limits of liability, extra cover limits, and any endorsements which will be specific to you.

What is this type of insurance?

The HSB Rental Insurance policy is a product designed to cater for the specific requirements of customers ranging from builders, ground workers and plant hirers to civil engineering contractors and businesses who hire in plant and equipment. Cover is provided for damage to contractors’ plant which you hire out under the Rental Insurance facility.

What is insured?

- ✓ Damage to contractors’ plant hired out under the Rental Insurance facility. Cover is provided up to the sum insured shown in the quotation or schedule. We will pay the reinstatement value for damaged contractors’ plant that is up to 2 years old, otherwise we will pay the market value or the cost of repair.

Multiple sections – Extra cover

- ✓ The cost you incur in debris removal, dismantling and demolition.
- ✓ The cost of investigating possible repair or replacement following a claim.
- ✓ The cost of preventing or minimising actual or expected damage.
- ✓ The cost of making temporary repairs and fast-tracking a permanent repair or replacement.
- ✓ The cost of recovering contractors’ plant that has become unintentionally immobilised.

What is not insured?

Below you will find information that highlights the main exclusions within each section of the policy.

- ✗ Damage to consumable parts.
- ✗ Damage caused by breakdown.
- ✗ Damage to airborne or waterborne crafts or property situated on such crafts.
- ✗ Abandonment or recovery costs for insured property used underground or underwater.
- ✗ Damage caused by pollution.
- ✗ Damage caused by intentional overloading.
- ✗ Damage to road vehicles.
- ✗ Damage that cannot be accounted for.
- ✗ The excess.

Are there any restrictions on cover?

If you do not comply with certain conditions of the policy it may be cancelled or we may not pay your claim. Below you will find details of restrictions that apply to the policy.

- ! If you (or anyone acting for you) make a claim that you know is in any way false or exaggerated, we will not pay the claim and we may cancel the policy.
- ! You must take care of your insured property (for example, keep it maintained and inspected, keep records of maintenance procedures, and not use the insured property after damage).

Where am I covered?

- ✓ You are covered at the insured location, and within the territorial limits; these are shown in the quotation or schedule.

What are my obligations?

Your responsibility to give us correct information

You must do everything reasonably possible to make sure that the information you give us is a fair presentation of the risk and you must make sure that you tell us immediately about any changes that may affect your cover. This is important before you take out the policy as well as during the period of insurance. You should also regularly review the cover provided to make sure it meets your needs, if your circumstances change you must tell the person who arranged your insurance for you, or us.

If you have a claim or an incident has occurred

As soon as you know about any incident or circumstance that may result in a claim you must tell us, providing full details, as soon after the incident or circumstance as possible and within 14 days if the loss is as a result of riot or similar incident. When making a claim it is very important that you meet all of the requirements of the policy, particularly the condition precedent set out in claim condition 1 – 'Reporting a claim'. If you don't, we may not pay part or all of your claim. You must report your claim to either the person who arranged this insurance for you, or to us.

Tel: +44 (0) 330 100 3432 (calls to this number are charged at the same standard landline rate as 01 or 02 numbers)

E-mail: new.loss@hsbeil.com

Address: Claims Department, HSB Engineering Insurance Limited, Chancery Place, 50 Brown Street, Manchester, M2 2JT

Change in circumstances

As soon as you (or anyone acting for you) become aware of any change in circumstance which may affect your policy, you must tell us as soon as possible and keep to any extra terms and conditions.

Right to survey

If we ask, you must give us access to your location at an agreed date and time to carry out a risk survey.

When and how do I pay?

You must pay the premium on or before the start date of the period of insurance, or on dates agreed by us, to the person who arranged this insurance for you. If you do not pay the premium on time, we may cancel the policy.

When does the cover start and end?

The length of time covered by the policy will be shown in the the schedule. (This policy does not renew automatically.)

How to I cancel the contract?

You have 14 days to make sure that you are happy with the cover provided – this 14 day period is known as the 'cooling-off period'. You can cancel the policy by telling the person who arranged this insurance for you or by telling us in writing and returning the schedule.

If you do cancel the policy within the cooling-off period, as long as you have not made a claim, we will refund all the premium you have paid. If you have made a claim, you will not get a refund.

You can cancel your policy at any time during the period of insurance by telling the person who arranged this insurance for you, or by telling us in writing, and returning the schedule. If you have made a claim, you will not get a refund. If you have not made a claim, when we receive your notice and schedule, we will cancel the policy and send you a pro rata refund.

Sunbelt Rentals Insurance

In consideration of the premium specified in The Schedule and subject to the terms Conditions and Exclusions of this Policy HSB Engineering Insurance Limited ("The Company") agrees to indemnify The Insured named in The Schedule (referred to herein as "The Insured") against loss or damage as specified in this Policy

The Contract will be subject to English Law and subject to the exclusive jurisdiction of the English courts unless The Insured is domiciled in Scotland in which event Scottish Law shall apply and the Courts of Scotland shall have exclusive jurisdiction

This Document and any Specifications Schedules Memoranda Cover Clauses or Endorsements are to be read together and form the Policy

Please read this Policy in its entirety to ensure that it satisfies all your Insurance needs

In witness whereof this Policy has been signed for and on behalf of The Company



Stephen Worrall
Managing Director



Stephen Morris
Underwriting Director

For and on behalf of
HSB Engineering Insurance Limited
New London House
6 London Street
London
EC3R 7LP

HOW WE USE YOUR INFORMATION

We are the controller of any personal information (for example, names, addresses, telephone numbers, job titles or dates of birth) you provide to us, or which is processed in connection with your policy. We collect and process information about you that we consider to be necessary in order to make decisions about the cover we provide to you, any claims you make, or to detect and prevent fraud. Any calls you make to our customer service, customer relations or claims teams may be monitored and recorded, this is to improve our services, and to detect and prevent fraud.

We may share your information with, and obtain information about you from, companies within the Munich Re Group, other insurers, brokers, loss adjusters, credit reference agencies, fraud prevention agencies or other third parties who provide services on our behalf.

For further details on how your information is used and your rights in relation to your information, please see our Privacy statement at <https://www.munichre.com/HSBEIL>.

DEFINITIONS

The Insured

Shall mean Sunbelt Rentals Ltd and the **Customer** of Sunbelt Rentals shown on the hire contract provided that the **Customer** has elected to purchase and paid the applicable premium for the insurance provided by this Policy for their respective rights and interests

Customer

Shall mean the person or company stated within the hire contract and deemed to be the hirer

Limit of Indemnity

Shall mean the liability of The Company in respect of any one loss or series of losses arising out of any one occurrence

This amount shall not exceed £100,000

Excess

Shall mean the amount of any claim not payable by The Company which shall be deducted after calculation of the amount payable under the terms of this Policy

The Excess applicable to any claim will be calculated as follows with the exception of claims in respect of loss or damage as a result of theft of **Plant** when such **Plant** was fitted with a tracker system in which case the Excess shall be nil:

Agreed Loss	Excess
Up to £500	£25
£501 to £1,000	£50
£1,001 to £2,000	£75
£2,001 to £2,500	£100
£2,501 to £5,000	£250
Over £5,000	£500

Plant

Shall mean only items of plant tools or equipment which are:-

- a) owned by Sunbelt Rentals or for which Sunbelt Rentals has legal responsibility under the terms of a hiring agreement and
- b) described in the hire contract and
- c) hired to The **Customer** under the Standard Terms And General Conditions For The Hiring Of Plant (The Conditions) issued by Sunbelt Rentals and
- d) for which The **Customer** has specifically elected to purchase cover under this Policy as evidenced in the hire contract

Period of Insurance

Shall mean the period beginning with the date of commencement of the hire as shown in the hire contract and ending with the date of whichever of the following occurs first:

- a) the return and acceptance by Sunbelt Rentals of the **Plant** to Sunbelt Rentals' depot or
- b) the loading of the **Plant** onto or into Sunbelt Rentals' or their appointed hauliers vehicle for return to Sunbelt Rentals' depot or
- c) not later than 72 hours following receipt by the **Customer** of a valid telephone off hire reference from Sunbelt Rentals (excluding Saturdays Sundays or bank holidays)

Territorial Limits

Shall mean the site address specified within the hire contract or any other location within the United Kingdom as permitted by Sunbelt Rentals including transit

Condition Precedent

An important legal term which sets out a step or action **The Insured** must take. If **The Insured** does not keep to or meet the requirements set out in a Condition Precedent **The Insured** will not be able to bring a claim under The Policy and The Company will not become legally responsible to pay that claim.

COVER

The Company will indemnify **The Insured** in respect of physical loss of or damage to **Plant** hired by the **Customer** or for which the **Customer** is responsible in accordance with the hire contract whilst such **Plant** is within the **Territorial Limits**

Subject otherwise to the terms Conditions and Exclusions of this Policy

ADDITIONAL COVER

Debris Removal

1. In respect of each claim for loss or damage for which Cover is provided under this Policy the Cover extends to include costs incurred in the removal of debris and protection of the **Plant** following loss or damage which is covered under the Policy but not exceeding 20% of such loss or damage which is covered under the Policy or £25,000 whichever is the lower

Loss Avoidance Measures

2. Subject to the **Limit of Indemnity** The Company will pay reasonable costs incurred in taking exceptional measures to prevent or mitigate impending loss or damage for which Cover is provided by this Policy

Provided that

- a) loss or damage would reasonably be expected if such measures were not implemented
- b) The Company is satisfied that loss or damage has been avoided or mitigated by means of the exceptional measures
- c) the amount payable will be limited to the cost of loss or damage which would have otherwise occurred
- d) the terms Conditions and Exclusions of this Policy apply as if loss or damage had occurred

Expediting Costs

3. The Company will pay costs necessarily and reasonably incurred in making temporary repairs upon and/or expediting the repair reinstatement or replacement of **Plant** as a result of loss or damage which is covered under the Policy provided that the liability of The Company shall not exceed 50% of the cost of such loss or damage or £50,000 whichever is the lower

Repair Costs Investigation

4. With their prior written agreement The Company will pay costs relating to repair investigations and tests by consulting engineers following loss or damage to **Plant** which is covered under the Policy not exceeding £25,000 in any one Period of Insurance

The Company shall not be liable under this Additional Cover for fees incurred in preparing a claim under this Policy

Immobilised Property

5. Costs necessarily incurred in the recovery of unintentionally immobilised **Plant** (other than **Plant** working underground or underwater) provided that recovery is not necessitated by or in consequence of
 - a) its own electrical or mechanical breakdown derangement failure or explosion or
 - b) failure to maintain the **Plant** in accordance with manufacturers recommendationssubject to a limit of
 - (i) £25,000 in respect of any one loss or series of losses arising from a single occurrence or
 - (ii) the sum which would have been payable had the costs not been incurred

Provided that The Company shall not be liable for loss or damage caused by the process of recovery

Multiple Insured's

6. Notwithstanding anything contained to the contrary in the Policy, it is hereby understood and agreed that the following Endorsement shall apply

It is noted and agreed that

If **The Insured** specified in the Schedule consists of more than one insured party, each operating as a separate and distinct entity, then (except as provided in this Multiple Insureds clause) cover shall apply in the same manner and to the same extent as if individual policies had been issued to each insured party.

The total liability of The Company to all of the insured parties collectively shall not exceed the **Limit of Indemnity** specified in the Schedule

Any payment or payments by The Company to any one or more insured parties shall reduce, to the extent of that payment, the liability of The Company to all insured parties arising out of any one event giving rise to a claim under this Policy and (if applicable) in the aggregate

The insured parties shall at all times preserve and enforce the various contractual rights and agreements entered into by the insured parties and the contractual remedies of such parties in the event of loss, destruction or damage

The Company shall be entitled to avoid liability to, or (as may be appropriate) claim damages from, any of the insured parties in circumstances of fraud, misrepresentation, misdescription, non-disclosure or breach of any **condition precedent** each referred to in this Multiple Insureds Clause as a vitiating act

Except as provided in this Multiple Insureds Clause, a vitiating act committed by one insured party shall not prejudice the right of indemnity of any other insured party who has an insurance interest and who has not committed a vitiating act

The Company shall waive all rights of subrogation which it may have, or acquire against, any insured party (except where the rights of subrogation or recourse are acquired in consequence of or otherwise following a vitiating act) in which circumstances The Company may enforce such rights notwithstanding the continuing or former status of the vitiating party as an **Insured**

GENERAL CONDITIONS

Fair Presentation

1. **The Insured** must make a fair presentation by disclosing and not misrepresenting every material circumstance which **The Insured** knows or ought to know when **The Insured** first buys The Policy, ask The Company to make a change or renew The Policy.

If **The Insured** fails to make a fair presentation and if:

- (a) **The Insured's** failure is deliberate or reckless, The Company will treat The Policy as if it never existed, refuse all claims and keep any premium paid. If **The Insured's** failure occurs during a change to The Policy The Company will terminate The Policy from the date of that change, refuse subsequent claims and keep any premium paid.
- (b) **The Insured's** failure was not deliberate or reckless and The Company would not have issued this Policy had a fair presentation been made, The Company will treat The Policy as if it never existed, refuse any claims and return any premium paid. If **The Insured's** failure occurs during a change to The Policy The Company will treat The Policy as though the change was not made, refuse any claims that would have been covered by the change and return any extra premium paid.
- (c) **The Insured's** failure was not deliberate or reckless and The Company would have issued or changed The Policy on different terms had a fair presentation been made, The Company will;
 - (i) alter the terms of The Policy to those The Company would have imposed (other than those relating to premium); and/or
 - (ii) reduce the amount paid or payable on any claim in proportion to the amount of additional premium The Company would have charged.

Fraudulent Claims

2. If **The Insured** (or anyone acting for **The Insured**) makes a claim and **The Insured** is aware that it is in any way false or exaggerated, The Company will not pay the claim and may cancel The Policy from the time of the fraudulent act relating to the claim. The Company may also cancel any other policies belonging to The Insured.

Claims Notification and Requirements

3. In the event of any occurrence giving rise or likely to give rise to a claim it is a **Condition Precedent** of The Policy that **The Insured** or their representative(s) shall
 - a) as soon as practicable notify Sunbelt Rentals giving full particulars and information and notify the police in the event of loss where there is reason to believe a criminal offence has been committed
 - b) take all reasonable action to prevent or minimise the loss and prevent further loss or damage. The Company shall not be liable for any further damage resulting from the continued use of the **Plant** until repaired to the satisfaction of The Company
 - c) retain any damaged property or parts

No claim shall be paid until **The Insured** has complied with this General Condition

Claims Settlement

4.
 - a) **The Customer** authorises The Company to settle any claim payable under this Policy directly with Sunbelt Rentals as full or partial discharge of its obligations under The Conditions in respect of loss of or damage to **Plant**
The amount stated as the Excess will be deducted from the settlement and borne by **The Customer**
 - b) The Company shall be entitled to take over defend or settle any claim in the name of **The Insured**
 - c) To the extent that **The Insured** is accountable to the tax authorities for Value Added Tax all claims settlements shall be exclusive of such tax

Basis of Settlement

5. The basis upon which the amount payable for loss of or damage to the **Plant** shall be:
- a) Where **Plant** is lost or damaged to the extent that repair is uneconomic or impractical The Company will pay to Sunbelt Rentals
 - (i) in respect of **Plant** up to and including two years old at the time of the loss or damage the cost which Sunbelt Rentals would incur in replacing that item net of those discounts which Sunbelt Rentals would customarily expect to receive from the manufacturer or their normal supplier of the item concerned
 - (ii) In respect of **Plant** older than two years at the time of the loss net book value of the item as shown in Sunbelt Rentals' accounts less the value of any salvage
 - (iii) in respect of non-itemised component parts lost or damaged in isolation which are detachable in nature and which form part of the **Plant** 50% of the cost which Sunbelt Rentals would incur in replacing that item net of those discounts which Sunbelt Rentals would customarily expect to receive from the manufacturer or their normal supplier of the item concerned
 - b) Where the **Plant** is damaged the repair of the damage and the restoration of the damaged portion of the **Plant** to a condition substantially the same as but not better or more extensive than its condition when new

Provided that

- (i) the liability of The Company for loss or damage shall not exceed the **Limit of Indemnity** stated in The Schedule
- (ii) repair must be commenced and carried out expeditiously and in any event completed within six months after the loss or damage or within any further time as The Company may allow

Premium Adjustment Clause

6. Premiums to be charged for individual risks will be calculated at the rates agreed between Sunbelt Rentals and The Company

There will be no return of premium once charged in respect of early termination of hire

Sunbelt Rentals shall provide declarations on the basis agreed

In the event that Sunbelt Rentals fails to submit declarations by the dates agreed the insurance under this Policy shall be suspended and all Certificates in force at the time of the suspension will run to expiry however no new Certificates may be issued or bound hereunder

Losses From Vehicles Limitation

7. Loss of or damage to any item of **Plant** whilst in or on a vehicle will not be insured unless:
- a) the doors of the vehicle are locked when unattended and
 - b) all windows and other openings fully closed and properly fastened when unattended and
 - c) the **Plant** is securely mounted in or fixed to the vehicle or kept in a suitable container whilst in transit

Precautions

8. **The Insured** shall exercise due diligence in
- a) complying with any statute or order
 - b) ensuring that the **Plant** is maintained and used in accordance with the manufacturers and/or Sunbelt Rentals' recommendations and taking reasonable precautions to prevent loss or damage

Access

9. The Company or its representatives shall have the right of access to the **Plant** at all reasonable times

Alterations in Risk

10. The Insurance under this Policy may be avoided if
- a) **The Insured** (i) becomes the subject of voluntary or involuntary rehabilitation proceedings or
(ii) becomes the subject of an action in bankruptcy or makes or
(iii) proposes any arrangement with their creditors which acknowledges their insolvency
 - b) **The Insureds** interest ceases other than by death
 - c) any alterations are made either in the business of **The Insured** or in the premises or property whereby the risk of loss or damage is increased
 - d) any loss minimising factors in existence at the commencement of the insurance are reduced discontinued or not maintained
- unless its continuance be accepted by The Company and the Policy endorsed accordingly

Subrogation

11. The Company may at its expense use all legal means in the name of **The Insured** to secure reimbursement for loss or damage and **The Insured** shall give all reasonable assistance for that purpose

Pre Hire Checks

12. It is a **condition precedent** Sunbelt Rentals Ltd shall undertake the following pre hire checks before releasing **Plant** on hire to the **Customer**

In respect of Cash Customer Hires;

Sunbelt Rentals will check and take a copy of Driving Licence (photo ID) or Valid UK passport, which must represent a true likeness to the propose hirer

If neither are available Sunbelt Rentals must record a photograph of the hirer with either a bank/credit card (including check & verification of signature) or document confirming name and address (which is valid within the last 3 months).

In respect of Credit Account Customer Hires;

Sunbelt Rentals will ensure the procedure for the setting up of new credit accounts is adhered to, plus any of the following;

- a) Employee brings written company order – take employee name
- b) Telephone order with order number – check name and position in company of person ordering
- c) Known person for whom the identity has already been verified

GENERAL EXCLUSIONS

Other than as specifically provided for elsewhere within this Policy The Company shall not be liable for:

Intentional Acts

1. Loss or damage caused by or arising out of
 - a) any intentional act or wilful omission of **The Insured** or their employee(s) (other than an act or omission the purpose of which is an exceptional measure to prevent injury loss or damage) which having regard to the nature and circumstances of the act or omission could reasonably be expected to cause contribute to or exacerbate any loss or damage
 - (b)
 - (i) intentional overloading
 - (ii) testing or experiments involving the imposition of any abnormal conditions

Wear and Tear

2. Loss or damage caused directly by
 - a) wear and tear breakdown gradual deterioration or rust
 - b) gradually developing defects
 - c) scratching or chipping of painted or polished surfaces
 - d) erosion or corrosionbut this shall not exclude resultant loss or damage not otherwise excluded

Application of Tools

3. Loss or damage caused by the direct application of any tool or process during the course of repair maintenance inspection modification or overhaul

Hire Purchase or Free Loan

4. Physical loss of or damage to any property on free loan to **The Insured** unless **The Insured** has expressly agreed in writing that The Conditions apply to the loan and premium has been calculated on the basis of Sunbelt Rentals' normal rates of hire for the **Plant** and period concerned

Property Off Hire

5. Loss of any **Plant** insured which is not collected by Sunbelt Rentals within 72 hours (excluding Saturdays Sundays and Bank Holidays) of that item being "off hired" by The **Customer** and for which they have received a telephone off hire reference from Sunbelt Rentals

Excluded Parts

6. Loss of or damage to
 - a) tyres as a result of road or site punctures cuts or bursts cutting edges (other than diamond cutting wheels)
 - b) safety or protective devices due to their functioning

Consequential Losses

7. Continuing hire charges loss of use of **Plant** or any loss which happens as an indirect result of an event for which you are insured

Road Vehicles

8. Loss of or damage to
 - a) any mechanically propelled vehicle other than any such vehicle not more specifically insured and which is:-
 - (i) not licensed for road use and used in circumstances which do not require insurance or security under any Road Traffic legislation or
 - (ii) designed or adapted primarily for use as a tool of trade
 - b) quad bikes or motorcycles

Unexplained Losses

9. Unaccountable losses or losses discovered on the occasion of checks or inventories unless **The Insured** can produce reasonable proof that such losses are as a result of an identifiable incident

Loss Or Damage Underground Or Underwater

10. Loss of or damage to or abandonment of or recovery costs in respect of any item of **Plant** underground or underwater

Re-Hired Plant

11. Loss of or damage to any **Plant** hired in by the **Customer** from Sunbelt Rentals which is then re-hired to any third party unless:-
- The **Plant** is hired out under conditions which place the same or no less onerous responsibility upon the third party as The Conditions imposed upon The **Customer** and
 - The Pre Hire Checks referred to in General Condition 12 have been carried out by the **Customer** with regards to the third party

Multiple Lifting Operations

12. For the insurance provided under this Policy to be operative during any operation in which a load is shared between any items of lifting plant or lifting equipment (whether insured under this Policy or not) the lifting operation must be conducted in accordance with BS7121

War Risks

13. Any loss or damage directly or indirectly caused by or in consequence of war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to the **Plant** by or under the order of any government or public or local authority

Terrorist Acts

14. a) Any consequence of civil commotion assuming the proportion of or amounting to a popular rising martial law or the act of any lawfully constituted authority
- b) Loss or damage caused by or happening through or in consequence directly or indirectly of **Terrorism**
- c) Loss or damage directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of **Terrorism**
- d) Loss or damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot strike civil commotion locked out workers or persons taking part in labour disturbances

For the purposes of this Policy **Terrorism** shall mean any act of any person or group of persons acting alone or on behalf of or in connection with any organisation or government with activities directed towards the overthrowing or influencing of any government force or violence and / or putting the public or any section of the public in fear

In any action suit or other proceedings where The Company allege that by reason of this Definition any loss or damage is not covered by this Policy (or is covered only up to a specified Limit of Indemnity) the burden of proving that such loss or damage is covered (or is covered beyond that **Limit of Indemnity**) shall be upon **The Insured**

Nuclear Risks

15. Loss destruction or damage to **Plant** or expense or consequential loss nor any legal liability caused by or arising from
- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component

Sonic Bang

16. Loss or damage directly caused by the pressure waves of aircraft or other aerial devices travelling at sonic or supersonic speeds

Airborne and Waterborne Craft

17. Loss of or damage to airborne or waterborne vessels craft platforms or rigs or any **Plant** situated thereon or being loaded onto or offloaded therefrom

Excess

18. The amount(s) specified as the Excess(es) as detailed elsewhere in this Policy

HOW TO NOTIFY US OF CLAIMS

Claims should be notified promptly to your Sunbelt Rentals Ltd hiring depot or branch.

If you are unable to contact your Sunbelt Rentals depot or branch, you should contact

Marsh Ltd
1 Tower Place West
Tower Place
London
EC3R 5BU

Telephone: +44(0)1482 388552

CUSTOMER SERVICE & COMPLAINTS PROCEDURE

HSBEIL is committed to providing the highest standards of customer service and aim to achieve fair treatment and customer satisfaction in all cases. If you have any cause for complaint, therefore, we want to know about it as soon as possible.

You should initially contact the person who arranged the Policy for you, to see if they can resolve matters. Alternatively you may contact us directly at the following address:-

The Customer Relations Leader
HSB Engineering Insurance Ltd
Chancery Place
50 Brown Street
Manchester
M2 2JT

Telephone: +44 (0) 330 100 3433
Email: complaints@hsbeil.com

We will always acknowledge your complaint within 5 business days and do our best to resolve it within four weeks. If the matter remains unresolved at the end of eight weeks, or you are unhappy with our final response, you may have recourse to the Financial Ombudsman Service or other independent dispute resolution services.

When we acknowledge your complaint we will send you a summary of our complaints handling procedure. This document is also available to all customers, on request.

If you make a complaint, your right to take legal action against us is not affected by this procedure.



INSURANCE – IMPORTANT INFORMATION

The purpose of this section is to set out the services we will provide you in relation to insurance, on whose behalf we perform those services and how we are remunerated along with key regulatory disclosures. For your own benefit please read the below carefully and if you have any questions please ask for further clarification.

Who we are

Sunbelt Rentals Ltd is an Appointed Representative of Marsh Ltd trading as Marsh Commercial (“Marsh”), which is authorised and regulated by the Financial Conduct Authority (FCA) for General Insurance under Firm Registration Number 307511. You can check their permissions on the FCA website <http://www.fca.org.uk/register> or by calling them on 0800 111 6768.

Our registered address is 102 Dalton Avenue, Birchwood Park, Warrington WA3 6YE (company reference number: 483800)

This document contains important information. If there is anything you do not understand or accept, please talk to your regular contact.

You have the right to ask us for a copy of any personal data that we hold about you in our records, and to correct any inaccuracies or out-of-date information. Should you wish to do so or if you have any questions about our use of the personal data please contact us:

- Sunbelt Rentals Ltd, 102 Dalton Avenue, Birchwood Park, Warrington WA3 6YE Telephone 01925 281000

Our services

We act as agent of the insurer in arranging this contract – these quotations are provided on the basis that it will be placed under a delegated authority that we operate on behalf the insurer. We have not sought alternative quotes beyond that provided by the delegated authority. We receive and hold any insurance monies on behalf of the insurer in accordance with a written agreement with the insurer. For the avoidance of doubt, in the event of a claim we will act as your agent.

How we are paid

For arranging and servicing your insurances we are paid a commission, this being a proportion of the premium allowed to us by the insurer(s). If you would like details of how much commission we earn for arranging your policy, please let us know.

For insurance services, we will be considered to have fully earned our commission from the inception of your policy. We will keep our commission even if an insurance policy is amended, terminated or cancelled. This does not affect any statutory cancellation rights you have.

In some instances we may charge administration fees per policy to cover the costs associated with administering your insurances and we will advise you of the amount in advance of you having to pay it.

If you have any questions, issues or concerns regarding how we are paid then please contact us at Sunbelt Rentals Ltd, 102 Dalton Avenue, Birchwood Park, Warrington WA3 6YE Telephone 01925 281000

Your obligations

Your attention is drawn to the below Duty of Disclosure and Fair Presentation section which sets out a number of your obligations. In addition, the below sets out further obligations:

- Where requested you shall provide us with all relevant information to your business to enable us arrange and service your insurances. Such information must be provided within the timeframe we agree with you.
- You must settle the premium(s) due in accordance with the amounts and payment dates specified in our correspondence with you. Failure to meet the payments dates may lead to insurers cancelling your policy this leaving you without insurance cover.

Awareness of policy terms and conditions

When your policy is issued, you are strongly advised to read it carefully as it is that document, along with the schedule/certificate, that details the policy terms and conditions of the insurance contract you have purchased. You should make sure the documents are accurate and contact us if they contain errors. If you are in any doubt over any of the policy terms or conditions or you do not understand them, please ask a member of our staff for further clarification.

Claims

All incidents that could possibly give risk to a claims must be notified to us or your insurer in accordance with the terms of your policy and a claim form completed where required. If you are unsure whether a matter constitutes a claim or not, please contact us and we will liaise with Marsh to provide you with a response. A delay in notifying a claim and/or completing required forms will risk a loss where you may suffer not being paid in part or in full. You should not, however, admit liability or agree a course of action other than emergency measures carried out to minimise the loss, until you have agreement from your insurer.

As part of our service, we may help you in submitting a claim on your policy to your insurer via Marsh but it remains your responsibility to have read, understood or queried all documentation upon receipt.

Client Money

We collect and hold client money under a periodic segregation arrangement. This means that we will collect premium and will hold client money in accordance with regulatory requirements and will pay Marsh or the Insurer within a defined period, and any refunds will be paid to you the business day following receipt by us. All client money will be clearly identifiable and if a shortfall in client money arises, Marsh will be liable to make good the shortfall. Marsh will hold client money as per the below section 'How Marsh Handles Client Money')

How Marsh Handles Client Money

If Marsh hold money on a client's behalf, it will be held in a trust fund that is separate from Marsh's own cash assets. These separate trust fund arrangements are commonly known as "client money". If Marsh were ever unable to pay our debts, then those to whom Marsh owe money (Marsh's creditors) should not be able to make claims on Marsh's client money in the separate trust funds as it does not form part of Marsh's own cash assets.

The trust arrangement Marsh use for client money is known as a non-statutory trust. Here, Marsh may use premiums and claims monies received to cross-fund clients' premiums and claims; for example Marsh may pay a premium on to an insurer before they have received it from the client if they believe it is in the best interests of that client.

Marsh have agreements with some insurers (known as "risk transfer agreements"). Under these risk transfer agreements the insurers agree that Marsh are responsible for any premium they have received and that Marsh remain responsible for any premium refunds or claims payments until the premium refund or claim payment is received by the recipient. In this case Marsh may hold client money due to or from the insurers in the same trust fund.

Where Marsh do not have risk transfer agreements in place with insurers the client money Marsh hold will still be protected within the non-statutory trust but will be known as "non risk transfer" client money. Non risk transfer clients

have priority over insurers to the money in the trust fund as insurers granting risk transfer have agreed to subordinate their interests in the trust to those of Marsh's non risk transfer clients.

Marsh do not use client money to pay themselves commission before they receive your premium.

When Marsh hold client money on trust for you this gives rise to fiduciary duties upon them that will not be discharged until the client money is deemed to have reached the insurer or product provider (as detailed above, this is when Marsh receive premium in the case of risk transfer agreements).

Without affecting Marsh's fiduciary duties to you, in some cases Marsh may:

- hold client money in accounts which are outside of the United Kingdom and which may be subject to different legal and regulatory conditions and may treat money differently in the event of a bank failing. If you are a consumer (a person who buys products or services for personal use and not for business purposes) you can ask Marsh not to put your client money in an account in a particular country.
- pass client money to another intermediary, including ones outside of the United Kingdom where different legal and regulatory conditions apply and where money may be treated differently in the event of an intermediary failing. If you are a consumer, you can ask Marsh not to pass your money to an intermediary outside of the United Kingdom or in a particular country.
- arrange to hold certain investments with a value at least equal to the money that would otherwise have been paid into a separate client account. If Marsh do this, Marsh will be responsible for meeting any shortfall in the client money funds if the shortfall is due to a reduction in the market value of those investments.

If, in the process of handling client money, Marsh earn interest or benefit from investment income or from foreign exchange rate movements, Marsh will keep any such amounts.

Cancellation rights

Your insurance contract may include a cancellation clause and you may have the right to cancel your policy. If you decide to cancel your insurance contract within any stipulated timeframe and you have not made a claim on the policy, you may be entitled to receive a refund of any premium paid, less any reasonable costs incurred by the insurer in providing the cover. The terms of your policy may allow insurers to retain the premium in full or to charge short period premiums in the event of cancellation before the policy expires – please check your policy documentation for further information or ask a member of staff for clarification.

Complaints

If for any reason we have not met your expectations please let us know via the contact details below:

Complaints Department, Marsh Commercial Castlemead,
Lower Castle Street, Bristol BS1 3AG
Tel: 0117 240 2000
Email: complaints@marshcommercial.co.uk

Should you remain dissatisfied with the way in which your complaint was resolved, you may have the right to refer to the Financial Ombudsman Service, free of charge. Their address is:

The Financial Ombudsman Service (FOS), Exchange Tower, London, E14 9SR. Tel: 0800 023 4567.

Further information and an online complaint form can be found on the Financial Ombudsman Service website: <https://www.financial-ombudsman.org.uk/>.

Compensation

If we are unable to meet our obligations, you may be able to submit a claim to the Financial Services Compensation Scheme ('FSCS'). Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance (such as motor insurance), insurance advising and arranging is covered for 100% of the claim. For full details and further information please contact the FSCS helpline on 0800 678 1100 or visit their website <https://www.fscs.org.uk/>.

Marsh's use of your information

Marsh will be entitled to use information in relation to your insurance, on a de-identified and/or aggregate basis, when dealing with insurers on other risks on behalf of policyholders other than yourself. Marsh may:

- provide databases to insurers which may include confidential information relating to your insurance;
- include, on a de-identified and/or aggregate basis, information relating to your insurance programme and risk management in benchmarking, modelling and other analytics offerings; and
- share with prospective insurers information about your upcoming insurance renewals to help insurers identify opportunities to compete for risk. Marsh shares the information as part of its insurer consulting offering, which is designed to help insurers expand their own offerings and create superior solutions for Marsh clients.

For more information, please visit <https://www.marshcommercial.co.uk/info/transparency/> / <https://www.marsh.com/uk/about/about-marsh/leading-the-way-in-transparency.html>

Duty of Disclosure and Fair Representation

Please read this guidance carefully, as any failure to comply with the duty of fair presentation and disclose material information to your insurer may adversely affect the validity of your insurance policy. If you have any questions, please do not hesitate to contact your usual contact in the first instance.

This guidance does not purport to constitute legal advice but it does reflect the law. Your insurance policy may contain clauses which vary the strict legal position. If appropriate you should, in addition to speaking with your usual contact, consider taking your own independent legal advice.

Please tell us if the person in your organisation responsible for arranging insurance changes so that we may explain the duty of disclosure/fair presentation to that person.

Business Insurance Contracts

Your obligations

If you are a business and your insurance policy is governed by English law (all references to English law include the laws of Wales, Scotland, and Northern Ireland), you must, at all times, act with utmost good faith towards your insurer.

Before your policy is placed, at renewal, and when varying or extending a policy you have a duty to make a 'fair presentation' of the risk, and you must disclose to your insurer all information, facts, and circumstances which are, or ought to be, known to you and which are material to the risk. In addition, if your policy contains a particular clause stating that any change in circumstances must be advised to your insurer, you will also have to disclose certain information during the policy period.

When providing information or completing a proposal form or otherwise confirming any information to your insurer you should take care to ensure that the details provided are complete and accurate. Even where a proposal form is not used, you should note that your duty to make a fair presentation is not confined to answering the specific questions listed in the form and/or asked by us or your insurer and that all material circumstances should be disclosed to your insurer, regardless of whether or not your insurer has asked for the information.

The Insurance Act 2015 gives some guidance as to what a "fair presentation" of the risk means. You must disclose every material circumstance which is known by:

- your senior management (the Act defines "senior management" as "those individuals who play significant roles in the making of decisions about how the insured's activities are to be managed or organised"); and
- those individuals responsible for arranging your insurance (which includes risk managers and any employee who assists in the collection of data, or who negotiates the terms of the insurance, such as your individual brokers). If you are an individual taking out a business insurance policy, for example if you are a sole trader or a trustee, you must disclose the material information that you know and that is known by the individuals responsible for arranging your insurance.

You “ought to know” what should reasonably have been revealed by a “reasonable search” of information available to you. This means you must conduct a reasonable search for, and disclose, material information that is available to you. It is important to note that this includes not only information held within your organisation but also outside it, including information held by your agents, and also held by persons and entities who are to be covered by the insurance. If you are an individual taking out a business insurance policy, this means that it will not only be information that is known or held by you that may have to be disclosed.

You must not make any misrepresentations to your insurer. You must provide the information to your insurer in a manner which would be “reasonably clear and accessible” to a prudent insurer. This is a new, standalone, duty.

Remember, you are responsible for the accuracy and completeness of all the information you provide to us and your insurer.

What is “material”?

Under English law, every circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium and / or the terms of the insurance and / or whether to accept the risk. This refers to “any” prudent insurer, not just the insurer who has been offered the risk. A circumstance may be material even if disclosure would not necessarily lead to an increased premium or declinature of the risk.

When to disclose

Your duty to make a fair presentation applies throughout the negotiations preceding the placing of your policy until your insurer has agreed to accept the risk and has set the terms, price, and level of participation, and the contract has been finalised.

After the policy has been placed, your duty to make a fair presentation arises again:

- if you wish to make changes to the policy so that the insurer takes additional risk or when there is an extension of the policy period; or
- a policy condition may also require you to advise your insurer of a specific increase or alteration in risk which puts a duty on you to disclose certain information.

The duty to make a fair presentation and disclose material circumstances arises again during the renewal process.

Failure to disclose

The consequences of failing to comply with the duty of fair presentation and failing to disclose a material fact or circumstance will depend on the precise terms of your insurance policy and whether or not your failure was deliberate or reckless but could lead to your insurer reducing its claim payment, applying additional terms or even voiding the policy.

The Insurance Act 2015 sets out the remedies that your insurer will have if you fail to comply with the duty of fair presentation. Your insurer’s remedies will depend on whether or not your failure was deliberate or reckless:

- If you deliberately or recklessly fail to comply with your duties, your insurer will be able to void the policy, that is, to treat it as if it had never existed, and may retain the premium.
- If your failure to comply with your duties was not deliberate or reckless, your insurer’s remedy will depend on what the insurer can show it would have done had you made a “fair presentation of the risk”:
 - If your insurer would not have entered into the contract on any terms, it can still avoid the contract but must return the premium;
 - If your insurer would have entered into the contract but on different terms (not relating to premium), the contract may be treated as if it included those terms from the outset;
 - If your insurer would have entered into the contract but would have charged a higher premium, the amount paid on a claim may be reduced proportionately.

Similar proportionate remedies are available to your insurer in the event of a breach of the duty of fair presentation in relation to a variation of your policy, and will depend on whether the breach was deliberate or reckless and what the insurer would have done had the duty not been breached. This may result in the insurer treating the policy as if the variation was never made, reducing your claim payment, or even avoiding the entire policy.

Consumer Insurance Contracts

Your obligations

If you are a consumer insured (i.e. a person taking out insurance for purposes wholly or mainly unrelated to your business, trade, or profession), and the insurance policy is governed by English law, then you must:

- Take reasonable care to provide complete, accurate, and honest answers to the questions we and your insurers ask, and not to make a misrepresentation, when you take out, make changes to, and renew your policy.
- You should note that if on renewal of your policy you do not meet your insurer's request to confirm or change details you have previously given, this may amount to a misrepresentation.
- Please also tell us if there are any changes to the information set out in the Statement of fact, Certificate of Insurance (if applicable), or on your Schedule.
- If any of the information provided by you changes after you purchase or renew your policy and during the period of your policy, please provide us with details.

Failure to disclose

If any of the information provided by you is not complete and accurate:

- Your insurer may cancel your policy and treat it as if it never existed, or
- Your insurer may refuse to pay any claim, or
- Your insurer may not pay any claim in full, or
- Your insurer may revise the premium and/or change the compulsory excess, or
- The extent of the cover may be affected.

For motor insurance it is an offence under Road Traffic legislation to provide incomplete or inaccurate information to the questions asked in your application for the purpose of obtaining a certificate of motor insurance.

Insurers recommend you keep a record (including copies of letters) of all information provided to them or us for your future reference. The above duties arise before the policy is placed, when it is varied or extended, and when it is renewed. The duties may also arise during the policy period if the policy contains a condition which requires you to advise your insurer of a specific increase or alteration in risk.

If you are not sure whether your insurer needs particular information, we recommend that you provide it to them anyway.