



SUNBELT RENTALS INSURANCE

WHAT YOU NEED TO KNOW



In conjunction with



INSURANCE FOR PLANT HIRED TO SUNBELT RENTALS CUSTOMERS



I have reviewed the Customer Summary of Cover for Sunbelt Rentals Insurance and fully understand the scheme.

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

Customer Name:

Account No:

Please leave blank if account is not yet active

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:

Customer Hotline:
0370 050 0797

Sunbelt Rentals Limited
102 Dalton Avenue, Birchwood Park, Warrington WA3 6YE
01925 281000
enquiries@sunbeltrentals.co.uk
www.sunbeltrentals.co.uk

CUSTOMER SUMMARY OF COVER

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 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
Up to £500	£25
£501 - £1000	£50
£1001 - £2000	£75
£2001 - £2500	£100
£2501 - £5000	£250
£5001 and over	£500

BUT - no excess applies for claims involving theft of Plant fitted with an activated tracker

- Please note that Formwork and Falsework equipment and certain specialist Utilities items which are used or associated with being used underground are excluded from Sunbelt Rentals Insurance 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 padlocked 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.

The hirer is responsible for the policy excess or other excluded costs for loss or damage

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 Jelf Insurance Brokers Ltd which is authorised and regulated by the Financial Conduct Authority (FCA). Not all products and services offered are regulated by the FCA. Registered in England and Wales number 0837227. Registered address: 1 Tower Place West, Tower Place, London, EC3R 5BU, Marsh Commercial is a trading name of Jelf Insurance Brokers

Ltd. This can be checked on the FCA's register at www.fca.gov.uk/register or by contacting the FCA on 0800 1116 768. Our permitted business includes arranging and assisting with the placing and administration of plant and equipment hire policies.

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.





MARSH
COMMERCIAL



Confidential

ANNUAL CERTIFICATE OF INSURANCE
Certificate No: 001a

In accordance with authorisation granted to Jelf Insurance Brokers 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 01/07/2021 to 30/06/2022

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
Partnership House
Priory Park East
Kingston upon Hull
HU4 7DY

Tel : 01482 388554



Status Disclosure

Sunbelt Rentals Ltd

is an Appointed Representative of

Marsh Commercial

Partnership House

Priory Park East

Hull

HU4 7DY

for General Insurance Business.

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Combined Consumer and Commercial Terms of Business

The purpose of this document is to set out the professional relationship and the services Jelf Insurance Brokers Limited (registered office: 1 Tower Place West, Tower Place, London, EC3R 5BU and company number: 00837227) will provide to you. This is our standard client agreement upon which we intend to rely (**'Terms of Business'**). For your own benefit and protection you should read the terms carefully **and in particular, we would like to draw your attention to sections 7 ('Client money'), 13 ('Information and changes we need to know about'), 19 ('Limit of liability') and 21 ('Written agreement')**. If there are any terms which you do not understand, please ask us for further information.

Marsh Commercial is a trading name of Jelf Insurance Brokers Limited and is authorised and regulated by the Financial Conduct Authority (**'FCA'**) for General Insurance Distribution and Credit Broking (Firm Reference No. 302751) You can check our permissions and the names under which we trade on the FCA's website <http://www.fca.org.uk/register> or by calling them on 0800 111 6768 (freephone) or 0300 500 8082. Not all products and services offered are regulated by the FCA. We will tell you where this is the case.

For the purposes of these Terms of Business the term **'affiliate'** means any member of our group, which means our subsidiaries, ultimate holding company and all of that ultimate holding company's subsidiaries as defined in section 1159 of the Companies Act 2006.

In the interests of security, staff training and to generally improve our service please be aware that telephone calls may be monitored and/or recorded.

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 you provide please contact your regular Marsh Commercial contact or write to the Data Protection Officer:

The Data Protection Officer
Jelf Insurance Brokers Limited
1 Tower Place West
London
EC3R 5BU
Email: dataprotection@marsh.com

Our information and/or documentation can be made available in a larger font, or an alternative format, on request. Please contact your Account Executive for further details.

1. Our services

- 1.1. We are an insurance intermediary and risk consultant, and will act on your behalf in arranging your insurance requirements. However, in certain circumstances we may act for or owe a duty of care to other parties such as insurers. We will inform you when these circumstances occur so you will be aware of any possible conflict.
- 1.2. Insurance policies taken out, amended or renewed through our **online/remote service** (i.e. without speaking to one of our advisors) will be on a **non-advised basis**. This means information will be provided in order for you to make an informed decision about any insurance transactions undertaken by you. You should therefore ensure such transactions are suitable for your needs.
- 1.3. If you speak to one of our advisors about taking out, amending or renewing your policy, then you are likely to do so on an **advised basis**. This will include the provision of advice and recommendations where appropriate, in order to ensure insurance discussed is suitable for your needs.
- 1.4. We offer a wide range of products and our services may include:
 - advising on and recommending insurance cover following an assessment of your demands and needs;
 - negotiating terms on your behalf with insurers;
 - providing you with sufficient information so you can make an informed decision as to which policy you want;
 - making arrangements with the insurer for your policy to start; and
 - helping you with any on-going changes you have to make and providing assistance should you need to make a claim.
- 1.5. Depending on the type of cover you require, we will either:
 - look at a **range of insurers** that is representative of the insurance market; or
 - select from a **limited panel** of insurers; or
 - offer you a contract from a **single insurer**.
- 1.6. We will confirm which one of these applies before we arrange your insurance contract. A list of the insurers considered will be available on request.

- 1.7. Any information we provide on insurance regulatory and tax issues will be based on information available publicly and our experience from working on similar matters for other clients. We are not qualified to provide, and will not provide, legal, accounting, regulatory or tax advice. We recommend that you obtain your own advice on such matters from relevant professional advisers.
- 1.8. As part of our negotiations with insurers on your behalf, we may on occasion be able to obtain more favourable terms and conditions for your placement by providing insurers with certain types of information. Where we believe your interests would be advanced by doing so, you authorise us to do the following:
- at the outset of the negotiations, to provide insurers with the terms of the expiring policy, including pricing, and/or a pricing objective for your placement;
 - during negotiations, to provide one or more insurers with the terms of a quote received from another insurer, where in our judgment doing so may lead to improved terms for you; and
 - at the end of negotiations, to provide one or more insurers with an opportunity to submit an improved quote after all other quotes have been received.
- 1.9. We will be entitled to provide the services ourselves or, where appropriate, through one or more of our affiliates or subcontractors.

2. **How we are paid**

- 2.1. In most cases we are paid by commission from the insurer but in some circumstances, we may charge you a fee instead of commission or a combination of both. We may also receive an additional 'UK brokerage' commission on certain policy placements, which will be retained by Marsh Commercial – any arrangements we have with you for the rebating of commission will not apply to this fixed brokerage.
- 2.2. We receive payments from insurers for providing consulting, data analytics and other services. These services are designed to:
- improve the range of products we can offer to our clients;
 - help insurers to identify new opportunities; and
 - make insurers more efficient.
- 2.3. The scope and nature of these services vary. A list of insurers who pay us for consulting services is available at <https://www.marshcommercial.co.uk/info/transparency>.
- 2.4. In addition to commission payments and/or client fees, we may also receive remuneration for certain consultancy, administrative and other services provided to insurers (e.g. risk management services or claims preparation) or income derived from the arrangement of finance (see section 4 – Premium financing) or other services with third party suppliers.
- 2.5. We will also make individual client administration charges per policy (up to a maximum of 3 policies, per policy period) to cover the costs associated with administering your insurances – e.g. arranging a new policy, carrying out short-period or mid-term cancellations, mid-term changes, providing replacement or duplicate documents and for other administrative tasks.. We will advise you of the amount of fee before you become liable to paying it. Individual charges will not be made in relation to employee benefit-related products.
- 2.6. If you make a change, or cancel your policy mid-term which results in a return of premium, we will retain any commission and/or fee amount to cover our administration and advisory costs. This amount will be specified to you during the transaction process.
- 2.7. If you would like details of how much commission we earn for arranging your policy, please let us know. If you have any questions, issues or concerns regarding how we are paid, then please contact a member of your Marsh Commercial service team. Alternatively, you may send an email to: commission.disclosure@marshcommercial.co.uk

3. **Premiums**

- 3.1. You must settle the premium(s) due in cleared funds in accordance with the amounts and payment dates specified in our correspondence with you. Failure to meet the payment dates may lead to insurers cancelling your policy, thus leaving you without insurance cover. Please note that where insurers have specified that the premium must be settled by a certain date (i.e. 'premium payment warranty'), failure to comply can result in the automatic termination of your insurance contract.
- 3.2. Premiums can be settled direct with the insurer or in many cases can be paid by premium finance (see section 4 – Premium financing) or paid to us (see section 7 – Client money).
- 3.3. Please also note that your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

4. **Premium financing**

For the purposes of arranging premium finance, Marsh Commercial acts as a credit broker and in arranging premium finance, we are acting on behalf of and owe a duty to the premium finance provider. We work exclusively with Close Brothers Limited, trading as Close Brothers Premium Finance ('Close') to provide a premium finance facility to our insurance clients – a loan with Close is designed for the repayment of insurance premiums only. We will provide you with information about this payment option on a **non-advised basis** – i.e. we are not providing you with advice as to the choice of finance provider or the suitability of the premium finance product and you will need to make your own decision about whether to proceed. If you do elect to finance your premium payments via Close, **Marsh Commercial will receive a payment in return for the work that it undertakes on behalf of the finance provider**. Acceptance is subject to status and terms & conditions apply and Close may undertake an enquiry with a credit reference agency such as Experian when you make an application. The

credit reference agency will add details of the search and the application to their record about you whether or not the application proceeds. Further details will be provided when an application for finance is made. Insurers' own credit facilities may also be available if appropriate.

5. **Awareness of policy terms & 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 any 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.

6. **Claims service**

6.1. As part of our service, whilst we are your appointed broker, we will help you submit a claim on your policy to your insurer but it remains your responsibility to have read, understood or queried all documentation upon receipt. We may also provide a claims handling service but should we do so, we reserve the right to charge a reasonable fee for our services. In the event that we no longer act as your appointed broker, we may provide (at your request) a claims handling service or if we are already providing one, continue to provide a claims handling service but in each case, subject to payment of a reasonable fee.

6.2. All incidents that could possibly give rise to a claim 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 advise you. A delay in notifying a claim and/or completing required forms will risk a loss where you/the policyholder 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.

7. **Client money**

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

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

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

7.4. Where we do not have risk transfer agreements in place with insurers the client money we 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 Commercial's non risk transfer clients.

7.5. We do not use client money to pay ourselves commission before we receive your premium.

7.6. When we hold client money on trust for you this gives rise to fiduciary duties upon us 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 we receive premium in the case of risk transfer agreements).

7.7. Without affecting our fiduciary duties to you, in some cases we 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 us 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 us 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 we do this, we 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.

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

8. **Cancellation rights**

- 8.1. If you are a customer classified as a “consumer” (i.e. where you are acting for purposes outside of your trade, business or profession), you have the right to cancel your policy within 14 days of receiving your policy documentation. If you decide to cancel your insurance contract within this 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 us for clarification. Please note our commission and, where appropriate, fees are fully earned from the date insurance cover commences and may not be refundable in the event of cancellation, avoidance or early termination of a policy.
- 8.2. If you are a commercial client 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. Please note our commission and, where appropriate, fees are fully earned from the date insurance cover commences and will not be refundable in the event of cancellation, avoidance or early termination of a policy.

9. **Complaints**

- 9.1. We are committed to providing our customers with a high standard of service but things can go wrong in any business. If for any reason we have not met your expectations please let us know by informing your usual contact or you can contact our complaints department on 0117 240 2000 or write to us at Complaints Department, Marsh Commercial, Castlemead, Lower Castle Street, Bristol, BS1 3AG.
- 9.2. Should you remain dissatisfied with the way we resolve a complaint, 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/>

10. **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 www.fscs.org.uk.

11. **Insurers**

- 11.1. It is our normal practice to assess on a regular basis the financial strength of the financial institutions that we introduce to our clients. This process involves monitoring the financial ratings applied by independent rating agencies such as Standard & Poor’s and Moody’s along with other publicly available information.
- 11.2. The ratings applied to each firm are a reflection of the agencies’ views on the medium to long-term ability of each firm to meet its obligations to its policyholders. Where an insurer achieves or exceeds our minimum requirements we place it on our acceptable list. It should be noted that whilst we take every care to promote only the strongest institutions, we are unable to guarantee the financial strength of any insurance company.

12. **Quotations**

Quotations are valid until the date cover commences up to a maximum period of 30 days, unless otherwise stated. Specimen policy wordings are available upon request.

13. **Information and changes we need to know about**

13.1. **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.

13.2. **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.**

- 13.3. Insurers recommend you keep a record (including copies of letters) of all information provided to them or us for your future reference.
- 13.4. 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.
- 13.5. If you are a commercial client you have a duty under the Insurance Act 2015 to make a “fair presentation of the risk” to your insurers. This duty requires you to disclose all ‘material’ information, facts and circumstances; to do so in a manner which is ‘reasonably clear and accessible’, and not to make any misrepresentations. This duty applies before you take out your policy, when you renew it, when you vary or extend it, and also during the life of the policy, if it contains a particular clause stating that any change in facts or circumstances must be advised to your insurer.
- 13.6. A ‘material’ fact is one which would influence the judgement of a prudent insurer in determining whether to take on the risk and, if so, on what terms. It includes (but is not limited to) any particular concerns which led you to seek insurance cover, any special or unusual facts relating to the risk, and anything which people involved with this type of insurance and your type of business would generally understand as being something which should be included in a fair presentation of the risk.
- 13.7. This duty requires you to disclose all material facts which are known by your ‘senior management’ (i.e. the individuals in your business who play significant roles in the making of decisions about how your business’ activities are to be managed or organised) and by the individuals who are responsible for arranging your insurance (including your individual brokers). It also requires you to carry out a ‘reasonable search’ for material information that you ought to know and which is reasonably available to you. You should therefore make appropriate enquiries for material information throughout your business (including divisions and departments), and outside your business (such as enquiries of your agents and of anyone who will be covered by the insurance).
- 13.8. When providing information, 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; and that all material statements of fact are substantially correct and not misleading, and that any representation you make which is a matter of expectation or belief (e.g. an estimate or forecast) is provided in good faith.
- 13.9. **Failure to comply with your duty of fair presentation could prejudice your right to recover in the event of a claim or enable insurers to apply additional terms to your policy from the date it started, or even to “avoid” your policy (i.e. cancel it from the start, without refund of premium) and treat as if it never existed.**
- 13.10. This is only a summary of your duty to disclose material information. For further guidance, please read the document entitled “The duty of disclosure and fair presentation” and if you have any questions please speak to your usual Marsh Commercial contact.
14. **Transferred business**
Where we are appointed to service insurance policies, other than at their inception or renewal, and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not provided by us. Should you have any concerns in respect of a policy, which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.
15. **Data Protection**
- 15.1. The parties both warrant that they will observe the provisions of the applicable UK law (including the Data Protection Act 2018), EU law (including the General Data Protection Regulation (Regulation (EU) 2016/679)), and any other data protection laws, applicable to any services provided under or in connection with these Terms of Business.
- 15.2. To provide our services, we will collect and use information about individuals such as their name and contact details, as well as special categories of personal data (e.g. health information) and information about criminal convictions and offences. The purposes for which we use personal data may include arranging insurance cover, handling claims, for crime prevention and detection and for marketing. More information about our use of personal data is provided in the Marsh Commercial Privacy Notice available at www.marshcommercial.co.uk/info/privacy/. You can also request a copy of the Marsh Commercial Privacy Notice by contacting dataprotection@marsh.com. We recommend that you review this notice.
- 15.3. Providing the services may involve the disclosure of personal data to third parties such as insurers, reinsurers, loss adjusters, premium finance providers, sub-contractors, our affiliates and to certain regulatory bodies who may require your information themselves for the purposes described in the Marsh Commercial Privacy Notice.

- 15.4. Depending on the circumstances, the use of personal data described in this notice may involve a transfer of data to countries outside the UK and the European Economic Area that have less robust data protection laws. Any such transfer will be done with appropriate safeguards in place.
- 15.5. We will maintain data security procedures designed to protect against loss or compromise of personal data.
- 15.6. **Use of personal data based on consent: in some circumstances, we may need to collect and use special categories of personal data. Where, your consent to our use of this information is necessary for us to provide you with the relevant services, this consent may be withdrawn at any time, but if it is we may be unable to continue to provide our services and this may mean that we are unable to process an enquiry or claim or that the applicable insurance cover will stop.**
- 15.7. **Where you are providing us with information about a person other than yourself, you agree to notify them of our use of their personal data and, where necessary obtain their consent to our use of certain special categories of personal data. You agree that our provision of the services to you is conditional on you providing such notices and obtaining such consents. Where the consent of such third party is required, they may withdraw any such consent at any time but if consent is withdrawn then we may be unable to continue to provide services to them (and possibly you), and this may mean that we are unable to process enquiries or claims or that the relevant insurance cover will stop.**
- 15.8. Where you have consented or we are otherwise legally permitted to do so, from time to time we may send you information about products or services offered by Marsh Commercial and/or our affiliates either by post, telephone or e-mail and if the product or service is offered by one of our affiliates, we may pass your contact details to them so they can contact you directly.

If you would not like us, or any of our affiliates, to send you this type of information, please advise your usual contact or you can write to the Data Protection Officer at dataprotection@marsh.com or 1 Tower Place West, Tower Place, London, EC3R 5BU.

16. **Confidentiality**

- 16.1. We will keep your information confidential. However, in the normal course of business and in acting on your behalf we may disclose your information to our employees, agents, outsourcers, premium finance providers, affiliates or sub-contractors or to insurers and their agents. We may also have to disclose your information pursuant to legal or regulatory requirements including, but not limited to, requests meeting the requirements under the Third Parties (Rights Against Insurers) Act 2010. Any disclosure to any other third party will only be made with your prior written consent.
- 16.2. We 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.
- 16.3. We may:
- provide databases to insurers which may include confidential information relating to your insurance; and
 - 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.
- 16.4. More information regarding the databases, benchmarking, modelling and analytics referenced in section 16.3 is available at: <https://www.marshcommercial.co.uk/info/transparency>.
- 16.5. This confidentiality commitment to you does not apply to information lawfully in our possession or in the public domain

17. **Renewals**

The information you have previously provided to us is what your insurance cover has been based on. Renewals are invited on the basis that there have been no changes in the risk or item being insured, other than those specifically notified to us or your insurers (see section 17 - Information and changes we need to know about). It is very important that you check this carefully and confirm it remains accurate and complete. You should contact us immediately if the information is incorrect or if your circumstances have changed so we can update your details. **Failure to notify us or your insurer of any incorrect information or change in circumstances may lead to your policy being cancelled or your claim rejected or not fully paid.**

18. **Work product**

We disclaim all responsibility for any consequence whatsoever should a third party rely upon any report, letter, information or advice we provide to you without our prior written consent that such third party may do so.

19. **Limit of liability**

Marsh Commercial's aggregate liability and the liability of Marsh Commercial to you, on any basis (including for example for breach of contract or negligence), arising out of or in connection with these Terms of Business shall be limited in total: (i) for insurance broking services to the amount of £10,000,000; and (ii) for consulting services to the greater of £500,000 or ten times the total compensation paid to Marsh Commercial for providing consulting services. Marsh Commercial shall not be liable to you in any circumstances for any special, indirect or consequential loss. These provisions shall not apply to (i) any liability which cannot lawfully be excluded or limited; and (ii) any client defined as a consumer (i.e. a person acting for purposes outside their trade, business or profession)

20. **Termination of these Terms of Business**

These Terms of Business may be cancelled by either party by giving 14 days' notice in writing to the other. You will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain any and all commission and or fees payable in relation to insurance cover placed by us prior to the date of written termination of our authority to act on your behalf.

21. **Written agreement**

We intend to rely upon the written terms set out in these Terms of Business. If you require any changes to reflect any previous written or oral representations given or made by Marsh Commercial or any of its representatives, please make sure you ask for these to be put in writing.

22. **Variation & amendments**

No variation of these Terms of Business shall be effective unless it is in writing. We have a right to amend these Terms of Business by sending you either a notice of amendment in writing or a revised Terms of Business. We will give you at least 30 days' notice of any changes or additions. You may end this contract at any time by giving 14 days' notice in writing under section 20.

23. **Assignment and transfer**

We may at any time assign or transfer or deal in any manner with part or all of our rights or obligations under these Terms of Business and may subcontract or delegate our obligations under these Terms of Business to any of our affiliates, without detriment to you. If you object to such assignment, transfer or dealing, you may end this contract at any time by giving 14 days' notice in writing under section 20.

24. **Third party rights (excluding rights under the Contracts (Rights of Third Parties) Act 1999)**

Except as expressly provided in these Terms of Business, a person who is not a party to these Terms of Business shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Business. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Terms of Business are not subject to the consent of any other person.

25. **Money Laundering Regulations and Proceeds of Crime Act**

You agree to provide such evidence and information about your identity, and that of your associates, as we may reasonably require in order to comply with our obligations under money laundering legislation and regulations and associated Proceeds of Crime Act. We are obliged to report to the National Crime Agency and/or appropriate law enforcement agencies any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

26. **Anti-bribery and corruption**

The parties agree that Bribery, as defined under the Bribery Act 2010, is prohibited. It is therefore agreed that neither party will request, accept, offer or provide any payment or other advantage, to or from any person, which, in the absence of documentation to demonstrate otherwise, can be perceived as capable of influencing any person connected with the activities of either party to act improperly in contravention of the Bribery Act 2010. It is also agreed that neither party will offer or provide payments or any other advantage to a government official or worker, in any country, with the intention to influence such official or worker in their capacity as such, and to obtain or retain a business advantage.

27. **Economic or Trade Sanctions**

Notwithstanding section 20, we reserve the right to suspend or terminate these Terms of Business (in whole or in part) where we believe performance could be a breach of applicable economic or trade sanctions. We will not provide insurance or reinsurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose us or our affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

28. **Law & Jurisdiction**

These Terms of Business shall be governed and construed in accordance with the laws of England and Wales. In relation to any legal action or proceedings arising out of, or in connection with, these Terms of Business unless otherwise agreed we both irrevocably submit to the jurisdiction of the courts of England and Wales.

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:-

- owned by Sunbelt Rentals or for which Sunbelt Rentals has legal responsibility under the terms of a hiring agreement and
- described in the hire contract and
- hired to The **Customer** under the Standard Terms And General Conditions For The Hiring Of Plant (The Conditions) issued by Sunbelt Rentals and
- 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:

- the return and acceptance by Sunbelt Rentals of the **Plant** to Sunbelt Rentals' depot or
- the loading of the **Plant** onto or into Sunbelt Rentals' or their appointed hauliers vehicle for return to Sunbelt Rentals' depot or
- 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 recommendations
 subject 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:-
- a) 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
 - b) 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
- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component

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 Commercial
Partnership House
Priory Park East
Hull
HU4 7DY

Telephone: +44(0)1482 213215

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.