

Sharrocks' Equipment Hire Plus Cover – Pen Underwriting and Covea Insurance

Specific Endorsements, Conditions applicable to your quotation

Excesses

- Public and Products Liability – third party property damage excess £500
- Equipment damage excess - £250

Inspection and Maintenance Condition

It is a condition precedent to the liability of underwriters that in connection with the Insured's business of hiring all items are inspected prior to and after each hiring and that any defects are rectified prior to re-hire

Reasonable Precaution and Maintenance of Property

You must take reasonable precautions to prevent

- (1) Damage to Your Property Insured by maintaining Your Premises and equipment (including data and programs), in a satisfactory state of repair and in full working order, ensuring that plant and machinery comply with any Statutory Regulations
- (2) accident or injury to any person or Damage to their property by complying with all legal requirements and safety regulations.

Claims Procedure

- You must tell us immediately or at least within 7 days of becoming aware of any incident which may result in a claim.
- You must report to the police, as soon as reasonably possible, any damage arising from Theft, Arson, Malicious Damage, and within 7 days for Riot or Civil Commotion.
- You must provide us with all information of the loss, liability, destruction, damage, accident or injury, including the amount of the claim, and any communication from 3rd parties.
- You must not admit or deny fault or accept responsibility or make any payments, admit, deny, negotiate or settle any claim without our prior written consent.
- You can with Our consent arrange for urgent repairs to be done immediately which are reasonable and necessary to secure the Property Insured.
- You must allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute, at Our own expense and for Our own benefit, any claim for cover or compensation against any other person. You must give us all information assistance We require.

Liability Extension

Liability cover does extend to provide cover when the property is hired out whether it is supervised by the policyholder or not.

Equipment Extension

If equipment cover is selected cover extends to cover the equipment anywhere in the UK, in storage, in transit or whilst on hire.

1 — Sharrocks Equipment Hire Plus Quotation Details November 2022

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Inflatable – Condition (excluding Bouncy Castles, Children’s Play Equipment and Ride on Inflatables)

It is a condition precedent to liability of Underwriters that when the Insured hires or operates inflatable equipment that are to be used by members of the public, the equipment must be:

- Inspected at least annually by a competent person or sooner if required by the manufacturer. This inspection must be documented in writing and produced to Us if requested.
- Fully secured to the ground as per the manufacturer’s guidelines

- The use of the equipment will at all times be supervised by a person aged 18 or over, who is not under the influence of alcohol or drugs
- All equipment must be used / operated in accordance with Manufacturer’s Instructions and Recommendations, including any limitations with regards to height or age.

Folliculitis Exclusion

Underwriters shall have no liability under the Employers Liability, Public Liability and Products Liability Sections of this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from folliculitis.

Legionnaires Exclusion

Underwriters shall have no liability under the Public Liability and Products Liability Sections of this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from the spread or contraction of legionnaire’s disease.

Inspection, Maintenance and Cleaning Condition

It is a condition precedent to the liability of underwriters that in connection with the Insured’s business of hiring all items are inspected prior to and after each hiring and that any defects are rectified prior to re-hire. In addition all items are to be cleaned in accordance with the manufacturer’s instructions and Covid risk assessments. The Insured shall keep a written record of inspections, maintenance and cleaning and this shall be produced to Us if requested.

Hot Tub Endorsement for Liability and/or equipment cover

If you have selected cover for your Hot Tub Equipment including the Hot Tubs themselves an excess of £250 applies for all claims relating to property damage.

The Policy excludes:

1. Punctures
2. Damage caused by animals or bird life
3. Storm

Please note that these exclusions are in addition to the terms stated as standard in the Policy Wording. It is also a condition of this Policy that all equipment must be kept and maintained as per the Manufacturer's recommendations.

It is a condition that an agreed disclaimer is in place for each and every hire and that the hot tub is hired out to the instructions of the hot tub manufacturer using approved proprietary branded cleaning and treatment products designed for use with this equipment. It is also a condition of this Policy that all equipment must be kept and maintained as per the Manufacturer's recommendations.*

It is a condition that an agreed disclaimer is in place for each and every hire and that the hot tub is hired

2 — Sharrocks Equipment Hire Plus Quotation Details September 2022

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out to the instructions of the hot tub manufacturer using approved proprietary branded cleaning and treatment products designed for use with this equipment. Storm damage is not provided if the equipment is damaged whilst in the open.

If Business Interruption Cover is selected the following applies :-

A £350 excess applies in respect of this section

Infectious Diseases Endorsement

The Section Definition of Disease within the Business Interruption Section is deleted and replaced as below

Disease means any of the following diseases sustained by any person acute encephalitis acute infectious hepatitis acute meningitis acute poliomyelitis anthrax botulism brucellosis cholera diphtheria enteric fever (typhoid or paratyphoid) food poisoning haemolytic uraemic syndrome(HUS) infectious bloody diarrhoea invasive group A streptococcal disease legionellosis leprosy malaria measles meningococcal septicaemia mumps plague rabies rubella scarlet fever smallpox tetanus tuberculosis typhus viral haemorrhagic fever (VHF) whooping cough and yellow fever The Infectious Diseases Extension within the Business Interruption Section is deleted and replaced as below

Infectious Diseases

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of closure of the Premises or part thereof on the order or stipulation of any government or local authority as a result of

1. any Disease manifested by any person whilst at the Premises (but excluding any Disease manifested by any Person whilst at the Premises which at the time of its manifestation is Pandemic)
2. murder or suicide occurring at the Premises
3. injury or illness sustained by any visitor arising from or traceable to foreign or injurious matter in food or drink provided on the Premises
4. defects in the drains or other sanitary arrangements at the Premises or the Premises becoming infested with vermin or pests

1) – 4) are stated in the Schedule as Infectious Diseases. Our maximum liability under this Extension shall not exceed the Sum Insured shown in the Schedule in respect of any one occurrence or in the aggregate within any one Period of Insurance

For the purpose of this Extension Indemnity Period means the period during which the results of Your Business are affected in consequence of the outbreak or Event beginning with the date when the closure of the Premises or part thereof on the order or stipulation of any government or local authority is imposed and ending not later than 3 months after or in respect of 1) above at the time when the Disease is Pandemic whichever is the soonest. We will not indemnify You under this Extension for any interruption of or interference with Your Business which exceeds 3 months in the aggregate within any one Period of Insurance

We will not indemnify You for any amount which is recoverable from any government initiative scheme or payment from which You are entitled to benefit from

For the purposes of this Extension Pandemic means a widespread outbreak of a human infectious

3 — Sharrocks Equipment Hire Plus Quotation Details September 2022

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disease resulting from the human-to-human spread of a virus which causes disease within humans which occurs within at least three countries on two different continents or such an outbreak which has been declared a pandemic by either the World Health Organization or the government of the United Kingdom

An additional Section Exclusion has been added to the Business Interruption Section

Section Exclusions

We will not indemnify You for

1. loss damage liability claim cost or expense directly or indirectly caused by contributed to by resulting from or arising out of any infectious or contagious virus or disease but this exclusion shall not apply in respect of the Extension Infectious Diseases

If equipment whilst in storage cover is selected the following applies:-

£350 Material Damage Excess Applies

CP15 – Portable Heating Condition

It is a condition precedent to the liability of Underwriters that in respect of any portable heating appliances used at the Premises other than electrically powered the following conditions are to be complied with:

- an area of at least one metre is to be kept clear at all times around the heater · at no time is any object to be placed on top of the heater
- the heater is to be adequately secured into one position
- all empty fuel bottles and canisters are to be removed from the building on a daily basis and stored in a locked compound or chained together in an open area. Furthermore they are to be removed from the entire premises at no more than weekly intervals

CP35 -Minimum Security Requirements

It is a condition precedent to liability that the following minimum security is installed at the Premises and maintained in efficient working order while the Policy remains in force

1) All external doors at the Premises and any internal doors which give access to any part of the building not occupied by the Insured must be of solid construction and fitted with a mortise deadlock conforming to British Standard 3621

Where the doors are double leaf in addition to the said mortise deadlock the first closing leaf must be fitted with internal flush or mortise rack bolts at the top and bottom of the leaf Any outward opening doors should in addition to the above have each hinge fitted with a hinge bolt 2) All accessible opening windows fanlights and skylights including those accessible from decks roofs fire escapes or downpipes must be fitted with key operated window locks except those opening windows protected by solid steel bars grilles expanded metal or weld mesh



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4 — Sharrocks Equipment Hire Plus Quotation Details September 2022

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