

Wednesday, 20 April 2022  
Our Ref: **BRAX25EH02**

Opening times  
**Monday - Friday 9.00 – 17.30**

**CONFIRMATION OF COVER**

Policy Holder: **Andrew Brooks & Carol Brooks**  
26 Beverley Way  
Malvern

WR14 1LA

**Business Description**  
Equipment Hire Business Including:-

**Public and Products Liability**

Insurer: Pen Underwriting and Covea Insurance  
Policy Number: EQH001989  
Cover Date: From: 20/04/2022 To: 20/04/2023  
Limit of Indemnity: £5,000,000

**Employers Liability**  
Pen Underwriting and Covea Insurance  
Not operative

Conditions / Endorsements

<b>Inspection and Maintenance Condition</b>	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
<b>Excesses</b>	Public and Products Liability – third party property damage excess £500 Equipment damage excess - £250
<b>Liability Extension</b>	Liability cover does extend to provide cover when the property is hired out whether it is supervised by the policyholder or not.
<b>Equipment Extension</b>	If equipment cover is selected cover extends to cover the equipment anywhere in the UK, in storage, in transit or whilst on hire.
<b>Reasonable Precaution and Maintenance of Property</b>	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, and the recommendations of the manufacturers of the equipment.
<b>Claims Procedure</b>	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.



	<p>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.</p>
<p><b>Inflatable – Condition (excluding Bouncy Castles, Children’s Play Equipment and Ride on Inflatables)</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>· 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.</li> <li>· Fully secured to the ground as per the manufacturer’s guidelines</li> <li>· 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</li> <li>· All equipment must be used / operated in accordance with Manufacturer’s Instructions and Recommendations, including any limitations with regards to height or age.</li> </ul>
<p><b>Hot Tub Endorsement</b></p>	<p>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:</p> <ol style="list-style-type: none"> <li>1. Punctures</li> <li>2. Damage caused by animals or bird life</li> <li>3. Storm</li> </ol> <p>Please note that these exclusion 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.</p> <p>It is a condition of this Policy that all equipment must be kept and maintained as per the Manufacturer’s recommendations.</p> <p>It is also 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. Storm damage is not provided if the equipment is damaged whilst in the open.</p>
<p><b>Folliculitis Exclusion</b></p>	<p>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.</p>
<p><b>Legionnaires Exclusion</b></p>	<p>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.</p>
<p><b>Inspection, Maintenance and Cleaning Condition</b></p>	<p>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</p>


	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.
<b>Policy issued on a minimum and deposit basis</b>	As this policy is issued on a minimum and deposit basis there is no refund should the policy cancel at any stage after the 14 day cooling off period

**£500 Third Party Property Damage Excess**

Note to contractor

This document is sufficient evidence to your principal of the existence of the above insurance arrangements. Do not part with the original policies. Please retain this original and send copies to any principal.

Signed



Date

20/04/2022

Name

Alan Doucy

Position

Managing Director