

TOWERGATE INSURANCE BROKERS
 ESTUARY BUSINESS PARK
 HENRY BOOT WAY
 PRIORY PARK EAST
 HULL
 HU4 7DY

Your Zurich Contractors Plant Insurance

Our reference TB/2H03
Policy number Q003377673

The insured Paragon Tool Hire Ltd

Dear Customer,

Thank you for placing your business with Zurich. We have the pleasure in enclosing your new policy documentation based on our recent quotation and your holding cover instructions.

Period of insurance	From	31/10/2022	To	01/10/2023
HireSecure Rate	13.40%			
Insurance Premium Tax (at 12.0%)	1.6%			
Total Rate Applied to Monthly Declaration	15.00%			

Basis

Rate applies to Hires with full subrogation waiver agreement based on variable excess level as per standard schedule.


The premium payable each month should be paid to us in accordance with your normal terms of credit.




Need more help or information?

You can go online, speak to your broker or contact us directly.

 **Call us on**
 0800 232 1930
 We may record or monitor calls to improve our service.

 **Email us at**
matt.statham@uk.zurich.com

 **Visit us at**
zurich.co.uk/engineering

 **Write to us at**
 6th Floor
 The Colmore Building
 20 Colmore Circus
 Queensway
 Birmingham
 B16 9PF



Fair Presentation of the Risk

This policy has been issued unless otherwise stated within the policy schedule on the following understanding:

1) The following material facts are true:

No owner, director, business partner or family member involved in the business

- i) has ever had a proposal or renewal for insurance declined or cancelled; a policy voided, withdrawn or suspended, or special terms imposed by any insurer
- ii) has ever been convicted of, or charged (but not yet tried), with any criminal offence other than motoring offences or offences that are spent under the Rehabilitation of Offenders Act 1974
- iii) has ever been the subject of a winding-up order or company/individual voluntary arrangement with creditors; or been placed into administration, administration receivership or liquidation
- iv) is currently insured with Zurich Insurance plc for the covers being requested.

2) That all other material facts, in addition to 1) above, have been disclosed to us in a clear and accessible manner and have not been misrepresented to us.

If you do not comply with the above and any such non-disclosure or misrepresentation by you is:

a) proven by us to be deliberate or reckless we may:

- i) avoid the policy which means that we will treat it as if it had never existed and refuse all claims, in which case we will not return the premium paid by you; and
- ii) recover from you any amount we have already paid for any claims including costs or expenses we have incurred.

b) not deliberate or reckless, the policy may be affected in one or more of the following ways depending on what we would have done if we had known about the facts which you failed to disclose or misrepresented:

- i) if we would not have provided you with any cover, we will have the option to:
 - 1) avoid the policy which means that we will treat it as if it had never existed and repay any premium paid; and
 - 2) recover from you any amount we have already paid for any claims including costs or expenses we have incurred
- ii) if we would have applied different terms to the cover, we will have the option to treat the policy as if those different terms apply. We may recover any payments made by us on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
- iii) if we would have charged you a higher premium for providing the cover, we will charge you the additional premium which you must pay in full.

A "material fact" would be a circumstance or representation that would influence our judgment in determining whether to take the risk and, if so, on what terms. If you are in any doubt where a particular fact is material, you should declare it.

Please ensure that all of the information recorded in this document is correct and complete. If there are any inaccuracies or omissions, please inform us immediately. Failure to do so could result in the policy being avoided, written on different terms and/or a higher premium being charged.

Should you have any queries, please contact us on 0121 697 9454.

Yours faithfully

Tracy Barr
Trading Underwriter
Zurich Commercial

Contractors Plant Policy Schedule

Policy Number	Q003373020		
Date Issued	24.10.2022		
Branch	Birmingham		
Our Ref	TB/2H03		
Broker	Towergate Insurance Brokers		
The Insured	Paragon Tool Hire Ltd		
The Insured's Postal Address	Home Farm Yard Bourton Buckingham Buckinghamshire MK18 7DU		
Period of Insurance	From	31/10/2022	To 01/10/2023
	and for such subsequent Periods of Insurance for which the Insured agrees to pay the appropriate premium and the Company agrees to accept such premium		
Renewal Date	01 October 2023		
Policy Form Ref	ZCYB423AA		
Hire Waiver Rate	13.40%		
Insurance Premium Tax (at current rate)	1.6%		
Total Premium Due	15.00%		

Situation	Insured Property	Sum Insured
Whilst at any situation in Western Europe and whilst in transit between such situations	Item 1 Plant and equipment comprising all types of plant and equipment including:	£100,000 any one occurrence
	Item 2 Event Equipment comprising of marquees, tents, staging, fencing, flooring, generators, catering equipment, machinery, tables, chairs, heaters, air conditioning plant and welfare facilities	
	Item 3 Audio Visual, ICT, sound and lighting equipment, Associated and/or peripheral equipment including portable Computers	
	Item 4 Any other equipment full details of which have been supplied to the Company and are more specifically described in the Schedule.	
	belonging to the Insured or for which he is responsible under Section 2 whilst on hire under the standard form of Conditions of Hire Association Europe or any other conditions specifically agreed by the company	

Excess

The excess under the policy is scheduled on the following basis:

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

In the case of Theft or attempted theft of Plant and Equipment which is fitted with a fully functional and operating Thatcham Category P2 approved Immobiliser an Excess of NIL will apply.

Additional Clauses Applicable

Transit by Sea or Air

The insurance by Sections 1 and 2 is extended to include transit by sea if by roll-on roll-off ferry.

Plant Hired-out with Subrogation Waiver (or Loss or Damage Waiver) Agreement

In respect of Insured Property hired out by the Insured with a subrogation waiver or Loss or Damage Waiver agreement Condition 1 of this Policy is deleted and to the extent required by such agreement the Company will not exercise rights of subrogation against the first Hirer

Provided that:

- any such first Hirer shall as though he were the Insured observe fulfil and be subject to the terms exclusions and conditions of this Policy as far as they can apply
- any such first Hirer complies with all terms and conditions of the hire agreement
- this extension of cover shall not apply in respect of loss or damage which is insured by or would but for the existence of this extension be insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such policy or policies had this extension of cover not been granted
- the Insured shall declare the total value of fees received from such hires hereunder
- such a waiver has been agreed in writing between the Insured and the first Hirer at the commencement of the hire period or earlier.

Additional Extension - applicable to Section 1 only

Reinstatement

In the event of loss of or damage to the Property Insured for which a claim is submitted under this Policy the basis upon which the amount payable under the Policy is to be calculated shall be the reinstatement of the Property Insured lost or damaged.

"Reinstatement" shall mean:

- a) where the Property is lost or in the opinion of the Company damaged beyond economic repair its replacement by similar Property in a condition equal to but not better or more extensive than its condition when new
- b) where the Property is damaged, the repair of the damaged Property to a condition substantially the same as that immediately before the accident.

Provided that:

- i) the Property shall not be at the time of the loss or damage more than 24 months old
- ii) the work of reinstatement (which may be carried out in any manner suitable to the requirements of the Insured subject to the liability of the Company not being increased thereby) will be commenced and carried out with reasonable despatch otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made
- iii) where the Property is damaged or lost in part only the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for reinstatement if such Property had been wholly lost
- iv) no payment beyond the amount which would have been payable under this Policy if this memorandum had not been incorporated therein shall be made if at the time of any loss or damage to the Property it shall be covered by any other insurance effected by or on behalf of the Insured which is not upon a reinstatement basis
- v) whereby reason of the above provisions no payment is to be made beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein the rights and liability of the Company and the Insured in respect of the loss or damage shall be subject to the terms and conditions of this Policy as if this memorandum had not been incorporated therein.

Additional Exclusions - applicable to Section 1 only

Routine maintenance

loss or damage arising from failure to clean and conduct routine maintenance of the Insured Property.

Provided that this Exclusion shall not apply to the Insured described in the Schedule where such failure is the responsibility of the hirer under the terms of the hire contract

Repair or Restoration

loss of or damage to any item of Insured Property whilst on the Insured's own premises unless the subject of a contract of hire or arising from any process of repair or restoration in connection with a claim which has been accepted by the Company.

Amended Exclusion

Attachments (amendment to Section 1 Exclusion 2)

loss of or damage to cutting edges (other than diamond cutting systems) tools trailing cables or flexible pipes other than:

- a) when such loss or damage results during operation of the complete item of Insured Property
- b) when such loss or damage results from the total loss of the complete item or items of Insured Property
- c) when such attachment is a separate item specified on a contract of hire
- d) when a standard part of the equipment package supplied and cannot in normal circumstances be omitted from such equipment package.

Additional Exclusions

19. Off hire

loss of any property insured which is not collected within 5 working days of notification from the hirer of that item being 'off hired' and for which a valid 'off hire' reference has been supplied by the Insured

20. Derangement

loss of or damage to any item of Insured Property by its own derangement.

This Exclusion shall not apply to any other Insured Property which is subsequently damaged as a result of such derangement

21. Defective erection and dismantlement

loss or damage caused by defective erection use or dismantlement by the Insured in any contract of hire in respect of any staging, flooring, marquees, tents or any temporary structures.

This Exclusion shall not apply to any other Insured Property which is subsequently damaged as a result of defective erection use or dismantlement by the Insured

22. Brittle items

loss of or damage to tableware, cutlery, glass, china and other similar brittle items unless such loss or damage results in the loss or damage of the consignment during the following operations:

- a) packaged pending loading
- b) loading and unloading
- c) positioning

23. Unattended vehicles

loss of or damage to any item of Insured Property whilst in a motor vehicle unless:

- a) the doors of the vehicle are locked when unattended
- b) all windows and other openings are fully closed and properly fastened when unattended save only to provide ventilation for any animals in such vehicle and in such circumstances the Insured Property shall be concealed from view wherever possible
- c) property is securely mounted in or fixed to the vehicle or kept in a suitable container whilst in transit or where left unattended

Additional Claims Condition

9. Restricted life (applicable to Insured Property Item 3 only)

In the event of loss of or damage to any cathode ray or x-ray tube or valve forming part of the Insured Property deterioration of such tube or valve through normal use prior to the loss or damage shall be taken into account and the loss settled in proportion to the estimated remaining life of such item.

This condition does not apply where:

- a) the loss or damage is due to fire, lightning, aircraft, explosion, impact, water damage, theft or attempted theft, riot or malicious damage
- b) prior agreement has been obtained from the Company and if required an additional premium paid by the Insured.

Additional Conditions

11. Re-hire

- a) In the case of Insured Property being hired in by the First Insured under Conditions of Contract other than the standard form of Conditions of Hire of Hire Association Europe for the purposes of re-hire, then the indemnity provided by this Policy shall be in accordance with those conditions and in no circumstances shall the liability of the Company exceed that liability notwithstanding the provisions of the Owned Plant Basis of Settlement Condition that would have been incurred had the conditions of Hire Association Europe applied
- b) in the case of Insured Property hired from the First Insured by the Second insured for re-hire, such re-hire shall be undertaken upon Conditions of Contract no less onerous than the standard form of Conditions of Hire of Hire Association Europe.

12. Declaration period

At the end of each calendar month the Insured shall calculate their total hire receipts for the month in respect of all hires of Insured Property with a Subrogation Waiver or Loss or Damage Waiver and communicate the same to Towergate Insurance Brokers with the corresponding total waiver fee charged.

In the event that there is a non-compliance with the terms of Conditions 12 and 13 the insurance by this Policy will be automatically suspended if the Insured fails to provide a declaration and payment within 14 days of the agreed date.

13. Obligations of the Insured

It is a condition that when Insured Property is hired out with a Subrogation Waiver (or Loss or Damage Waiver) Insured does not:

- a) refund or agree to refund the waiver fee
- b) amend or agree to amend any of the terms, conditions and limitations in the waiver agreement.

Waiver Conditions

It is a condition of this policy that when hiring out with a Subrogation Waiver (or Loss or Damage Waiver) the insured shall:

1. Have made the following security checks on the hirer

Cash Hires

Any two from the following one of which must contain the address of the Hirer:

- a) driving licence
- b) document confirming name and address
- c) use of a bank/credit cards which is supported by an address verification service
- d) warrant/ID card with photograph
- e) passport
- f) known person for whom the identity has already been verified.

As an alternative to one of the above the Insured may:

- i) telephone the hirer's employer to verify identity using a contact number that you have obtained from a trusted source - do not use a contact number provided to you directly by the hirer
- ii) confirm that both the identity and address of the hirer are already known to him
- iii) retain a photograph of the hirer confirming the time and date of the hire.

Credit Account Hire

Any of the following:

- a) employee providing written company order - take employee name
- b) telephone order with order number - check name and position in company of person
- c) ordering
- d) known person for whom the identity has already been verified.

Particular attention should be paid to the following adverse features:

- a) customer with address out of locality/paying significant distance delivery charge
- b) customer unable to give telephone number or business address
- c) customer taking more than one high value item
- d) customer in a hurry or arriving at closing time
- e) customer claiming he has just moved house or business premises
- f) signature scrawled or hastily written - verification by telephone recommended
- g) delivery required to Car Park or Forecourt or unmarked working site
- h) unusual combination of equipment being hired.

2. Complied with the following
 - a) Have retained a record of the security checks made
 - b) have a signed hire agreement
 - c) have a signed waiver agreement
 - d) have recorded the hire as a hire with waiver.
3. Have included within the waiver agreement with the hirer the following Exclusions and Conditions

Exclusions

- a) Breakdown
- b) Attachments (amendment to Section 1 Exclusion)
- c) Materials Treated
- d) Excess
- e) Inventory Losses
- f) Routine maintenance
- g) Unattended Vehicles
- h) Brittle items
- i) Wilful act.

Conditions

Reasonable precautions

The Hirer shall take and cause to be taken all reasonable precautions to prevent accidents and to safeguard the Plant against Loss or Damage and to ensure that all statutory and other regulations relating to the Plant are observed where it is the Hirer's responsibility to do so under the terms of the hire agreement.

Subrogation waiver

The waiver contract (details of which are fully documented within the hire agreement) shall apply only to the Hirer named in the hire agreement.

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