



## Equipment Hirers Insurance

### Policy Summary

This is a summary of cover highlighting the main features and benefits as well as the general conditions and exclusions of this Policy arranged through Ark Insurance Group. Full terms and conditions can be found in the Ark Policy booklet, that will be provided when you purchase your Policy or at any time on request. You will also receive a Policy Schedule showing the specific details of your Policy and the cover(s) you have selected. It is important that you read the policy document carefully when you receive it and any endorsements attached thereto.

#### **Name of the Insurer**

This insurance is arranged through by Ark Insurance Group and underwritten by Faraday Underwriting Limited.

#### **Duration of Policy**

The Policy will remain in force for 12 months from date of commencement, or as otherwise shown on your Policy Schedule.

#### **Equipment Coverage**

With our Equipment Coverage our Bouncy Castle and Inflatable Play Equipment Policy will cover you for loss or damage to your Equipment for the following perils

- Fire
- Lightning
- Earthquake
- Explosion
- Aircraft and other aerial devices or articles dropped from them
- Riot civil commotion strikers locked out workers or persons taking part in labour disturbances
- Malicious persons
- Theft from your storage location or whilst in transit (see policy wording for limits)
- Storm
- Flood
- Escape of water from any tank apparatus or pipe
- Falling trees
- Impact

#### **Significant Features & Benefits applying to Equipment Coverage**

- Provides coverage whilst stored, in transit and whilst at contract sites

#### **Significant & Unusual Exclusions or Limitations applying to Equipment Coverage**

- No cover applies for Equipment stored at licensed premises.
- The place of Equipment storage must be inspected weekly and a log of inspections kept.
- The place of Equipment storage must be constructed of brick, stone, slate or concrete and roofed with slate or tile or other non-combustible material.
- Theft where there is no sign of forcible entry / exit.
- Equipment must be secured to the ground when fully inflated.

#### **Employer's Liability**

This insurance protects you against damages and legal costs that arise as a result of claims from employees suffering death, injury, illness or disease from their employment.

#### **Significant Features & Benefits applying to Employer's Liability**

- Provides protection for legal liability for damages and all costs up to a limit £10million within Great Britain (inc Northern Ireland), the Channel Islands or the Isle of Man
- Covers private work carried out for directors or executives with the consent of the Insured
- Indemnity to principal
- Unsatisfied Court Judgements
- Health and Safety at Work Act and Corporate Manslaughter defence costs

Cross liabilities clause  
Court attendance costs

#### **Significant & Unusual Exclusions or Limitations applying to Employer's Liability**

- Cover is for any one claim or series of claims arising out of one occurrence, all costs and expenses paid are included within the limit
- Offshore work (unless required by compulsory insurance regulations to make a payment in respect of Injury then the limit is restricted to £5million)
- Road traffic Act legislation
- Arising from the manufacture, production, storage or handling of asbestos or any materials containing asbestos

#### **Public & Products Liability**

Cover is provided in respect of legal liability in connection with your business to pay compensation including legal costs for:

- Accidental death or injury to any persons excluding employees
- Accidental loss or damage to third party property
- Accidental injury or accidental loss or damage caused by products supplied by you

#### **Significant Features & Benefits applying to Public & Products Liability**

- Applies within Great Britain (inc Northern Ireland), the Channel Islands or the Isle of Man.
- Extends whilst temporarily elsewhere in the world whilst engaged in non-manual work in connection with the business
- Indemnity to principal
- Motor vehicles tool of trade risk
- Motor contingent liability
- Movement of obstructing vehicles
- Defective Premises Act
- Leased or rented premises
- Data Protection Act defence costs
- Consumer Protection Act and Food Safety Act defence costs
- Health and Safety at Work Act and Corporate Manslaughter defence costs
- Cross liabilities clause
- Court attendance costs

#### **Significant & Unusual Exclusions or Limitations applying to Public & Products Liability**

- The policy excess as stated in your Policy Schedule in respect of loss of or damage to third party property
- Public Liability is for any one claim or series of claims arising out of one occurrence, which does not exceed in the aggregate the limit of insurance stated in your Policy Schedule, but unlimited in the period of insurance. All costs and expenses are payable in addition to your insured limit
- Products Liability claims are limited in total to the limit stated in your Policy Schedule. All costs and expenses are payable in addition to your insured limit
- Pollution and contamination liability is excluded unless it is as a result of a sudden and unforeseen incident which takes place in its entirety at a specific time and place
- Goods manufactured sold supplied to USA/Canada
- Any losses arising out of your responsibilities under the Road Traffic Act
- Professional Indemnity
- Contractual liability
- Arising out of hazardous (to human health) component building material
- Arising from the manufacture, production, storage or handling of asbestos or any materials containing asbestos
- caused by any goods in the custody or control of the Insured
- Arising from unclean or dirty apparatus and/or Equipment
- Arising from abuse harassment discrimination or unfair treatment of any nature whether direct or indirect
- Arising from the use of the Equipment from an intoxicated person
- Arising from any person using the Equipment not removing footwear prior to use
- Arising from loss of or damage to plants shrubs and grass
- Arising where use of the Equipment was not supervised at all times by a responsible person over the age of seventeen
- Arising from attended hire where the Equipment was not supervised at all times by the Insured or a suitably qualified Employee

- Arising from the Equipment not being fully secured to the ground at all times to the manufacturers recommendations when in use
- Arising from the Equipment not being installed erected or removed by the Insured or a suitably qualified Employee of the Insured
- Arising from any accident or event where the injured person has not sought professional medical assistance within two hours of the event causing the injury and records of the medical treatment are not available for our inspection
- Arising from any Equipment being operated on licensed premises that is not located in a fenced off glass free area
- Arising from Equipment that is deflated or in storage

#### **Exclusions to all Sections**

- Radioactive contamination
- Punitive, multiplied or exemplary damages
- Terrorism (other than the statutory limit of £5m under the EL section) and War
- Arising from any person using the Equipment not removing footwear prior to use

#### **Cancellation**

The insured has no cancellation rights under this Policy.

#### **Choice of Law**

Unless specifically agreed to the contrary this Insurance Policy shall be subject to English Law

#### **Claims and Enquiries**

If you need to report a claim or an incident that may result in a claim or you have a general enquiry regarding your insurance policy, please contact your insurance broker in the first instance or Us at [new.claims@faraday.com](mailto:new.claims@faraday.com) alternatively you can contact Ark Insurance Group on 02476 437611

#### **Complaints**

Faraday Underwriting Limited (referred to as "We", "Our" and "Us") aims to give its policyholders a high level of service at all times. If there are occasions when We do not meet your standards or you have concerns about the handling of a claim, Please contact us at Our registered address shown above or e-mail Us at: faraday-compliance@faraday.com. We will do Our best to resolve the problem in a professional and timely manner.

In the event you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to The Complaints Officer at Faraday Underwriting Limited at Our registered address or at faraday.complaints@faraday.com or the Policyholder and Market Assistance team at Lloyd's.

Their address is:

Complaints

Fidentia House

Walter Burke Way

Chatham Maritime

Chatham

Kent

ME4 4RN

Telephone: 0207 327 5693

Facsimile: 0207 327 5225

E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

We will handle your complaint as follows:

We will acknowledge your complaint as soon as We receive it. We will deal with your complaint as quickly as possible and provide you with a formal response within two weeks of receipt of the complaint. If compensation or redress is appropriate We will provide details with our response. If We feel your complaint is not justified full reasons for Our decision will be provided to you.

Details of the Lloyd's complaint procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.