

Contractors All Risks and Liability Combined Policy Schedule

Policy Number: R&QLIAB0012555

Agent Details:
Hedron Network

Agency Reference:
Dale Clegg

Please read this policy schedule in conjunction with the policy booklet in full and contact the insurance broker or intermediary who you arranged this insurance with should you have any queries or if any aspect of the policy does not meet your requirements. Please keep this schedule safely with your policy document.

Name of the Insured	Bens Gutters Commercial Ltd
The Premises	The Llama Park Wych Cross FOREST ROW
Post code	RH18 5JN
Business	Industrial Gutter Cleaning

Key Information	
Policy Number	R&QLIAB0012555
Broker Reference	Dale Clegg
Date of Issue	08 January 2024
Effective Date	08 January 2024
Renewal Date	08 January 2025
Period of Insurance	08 January 2024 to 07 January 2025
Insurance Premium	£15,121.00
Insurance Premium Tax	£1,814.52
Policy Fee	£25.00
Total Amount Payable	£16,960.52
Transaction Type	New Business
Policy Version Number Reference	April 2023

INSURANCE IS PROVIDED BY THIS CERTIFICATE DURING THE PERIOD OF INSURANCE STATED ABOVE ONLY IN RESPECT OF THOSE SECTIONS WHERE THE WORD 'INSURED' IS SHOWN.
WHERE THERE IS NO INSURANCE THE WORDS 'NOT INSURED' ARE SHOWN.

AUTHORISED SIGNATURE:



DATE:

08 January 2024

Section 1 - Employers' Liability		INSURED
Description	Limit of Indemnity	Excess
o Any one occurrence	£10,000,000*	
*Terrorism claims are sub-limited to £5,000,000		

Section 2(a) - Public Liability		INSURED
Description	Limit of Indemnity	Excess
o Any one occurrence or series of occurrences arising from any one event and unlimited in the aggregate in the Period of Insurance	£5,000,000	£250*
*Excess does not apply in respect of injury claims. Excess increases to £500 in respect of Work Away from the Premises.		

Section 2(b) - Products Liability		INSURED
Description	Limit of Indemnity	Excess
o Any one occurrence and in the aggregate in the Period of Insurance	£5,000,000	
o Exports to USA/Canada (any one occurrence and in the aggregate in the Period of Insurance)	NOT INSURED	£2500

Section 3 - Contractors' All Risks		INSURED
Description	Sum Insured	Excess
o Contract Works (Any One Contract)	NOT INSURED	£500*
o Own Plant	£180,000	£500*
o Hired-In-Plant	£100,000	£500*
o Employees' Tools, Phones & Laptops (maximum £500 any one Employee)	£57,000	£50
o Own Plant Hired Out	NOT INSURED	£500*
*Excess increases to £1,000 in respect of all claims resultant from the perils of theft or attempted theft or malicious persons		

Basis of Rating	
Description	Estimated Annual Amounts
o Clerical and Non Manual Wages	£268,000
o Woodworking Machinists Wages	£0
o All Other Employee Wages	£312,000
o Turnover excluding USA/Canada	£1,500,000
o Turnover USA/Canada	£0
o Payments to Bona Fide Subcontractors	£0
o Maximum Contract Period	3 Months

Subjectivities
Cover provided by this Policy is subject to the undernoted Subjectivity or Subjectivities (a Subjectivity is a Condition of the Policy which requires You to undertake certain obligations)
<p>Subjectivities</p> <ul style="list-style-type: none">- Claims as per your Presentation- Satisfactory Completion of the Statement of Fact Declaration form within 21 days of inception

Additional Endorsements Applicable

Communicable Infectious Disease Exclusion

We shall not cover You under Section 2(a) Public Liability or Section 2(b) Products Liability of this Policy for any liability for injury, loss or damage or any associated costs or expenses, or any fines or penalties or any other amount directly or indirectly caused by or arising from

- 1) Coronavirus (COVID-19) (the disease caused by SARS-CoV-2);
- 2) Other disease caused by any mutation or variant of SARS-CoV-2;
- 3) Any novel infectious disease caused by a newly identified agent; or,
- 4) A threat, fear or likelihood of infection from any of the above or measures taken to prevent the spread of any of the above.

This includes claims involving quarantine, whether self-imposed, recommended by a medical professional or imposed by government or public authority

Depth Limit Exclusion

We shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of any work carried out at depths exceeding 3 metres or any greater depth where specified in the Schedule.

Hazardous Work Exclusion

We shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with work involving

- i) any work of demolition except demolition solely undertaken with hand held tools and of structures not exceeding 5 metres in height when such work forms an ancillary part of a contract for construction, rebuilding, alteration, maintenance or repair
- ii) the construction, alteration, maintenance or repair of bridges, viaducts, towers, steeples, spires, pylons, chimney shafts, blast furnaces, mines, dams, reservoirs, ships, docks, tunnels, or similar structures
- iii) underpinning, pile driving, quarrying, tunnelling or water diversion
- iv) the use of explosives

Health and Safety Policy Condition

It is a condition precedent to Our liability that You have an up to date Health and Safety Policy in force and that it is communicated to, and acknowledged by, all persons employed.

Height Limit with Fixed Platform

We shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of work undertaken by any Employee at a height above 15 metres from the surrounding floor or ground level unless by use of fixed platform or cherry picker up to a height of 25 metres.

Personal Protective Equipment Condition

It is a condition precedent to Our liability that the use or wearing of Personal Protective Equipment by any Employee is rigorously enforced and that Personal Protective Equipment is supplied to the Employee and that a formal record is maintained confirming receipt of such equipment.

Power Cleaning Exclusion

We shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of any work involving sand blasting and/or power cleaning of any nature.

Professional Indemnity Exclusion

We will not pay for liability arising out of the exercising by You or any of Your Employees, agents or sub-contractors of any professional advice design or specification whether fees are charged or not.

CC113- HAZARDOUS MATERIALS EXCLUSION

We shall not cover You under Sections 5 & 6 of this Insurance against liability arising from the use handling storage or carriage of any material or substance recognised as toxic or otherwise hazardous as defined by The Hazardous Waste (England and Wales) Regulations 2005 and any subsequent Regulations that apply

Minimum and Deposit Premium

The minimum retained premium applicable to Section 1 Employers Liability and Section 2 Public and Products Liability is 100%.

R&Q75 HAZARDOUS PREMISES EXCLUSION

We shall not cover You under Sections 1 & 2(a) of this Insurance against liability arising from or in connection with:

- (a) towers steeples chimney shafts blast furnaces dams canals viaducts bridges or tunnels
- (b) aircraft airports ships docks piers wharves breakwaters or sea walls
- (c) collieries mines chemical works gas works oil refineries or power stations.
- (d) bulk oil petrol gas or chemical storage tanks or chambers

Employers' Liability Tracing Office

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in the following way and for the following purposes.

1. Certain information relating to your insurance policy including, without limitation,
 - a) the policy number(s);
 - b) employers' names and addresses (including subsidiaries and any relevant changes of name);
 - c) dates of cover;
 - d) employer's reference numbers provided by Her Majesty's Revenue and Customs; and
 - e) Companies House reference numbers (if relevant)will be provided to the Employers' Liability Tracing Office (ELTO) and added to an electronic database (database).
2. This information will be made available by us to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.
3. The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (claimants)
 - a) to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and
 - b) to identify the relevant employers' liability insurance policies.
4. The database will be managed by ELTO.
5. The database and the data stored on it may be accessed and used by claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

About your Insurers

Sections 1 and 2 are provided by:

Insurer: Ascot Syndicate 1414 at Lloyd's
Registered Number: 4098461
Registered Office: 20 Fenchurch Street, LONDON, EC3M 3BY
Proportion: 100%
UMR: B6022PK23UH090Z2X

Section 3 is provided by:

Insurer: HSB Engineering Insurance Limited
Registered Number: 02396114
Registered Office: New London House, 6 London Street, London, EC3R 7LP
Proportion: 100%

Details about the extent of the authorisation and regulation of all companies listed above can be viewed at the FCA website www.fca.gov.uk/register or by calling the FCA on 0800 111 6768.

About Mi Commercial Risks

Mi Commercial Risks is an established MGA which is part of the Lloyd & Whyte Group. We work with a select number of independently owned insurance intermediaries in the UK, Channel Islands & Isle of Man.

About your Insurance Broker

Your Insurance Broker is the organisation that you arranged this insurance with and should be your first point of contact for any queries you may have on the policy, other than claims.

Complaints Procedure

Mi Commercial Risks is committed to providing the highest standards of service. We only use insurers who have been vetted in accordance with our strict criteria. However, if You have a complaint about the arrangement of Your insurance please let us know. Your complaint will be dealt with promptly, fairly and in accordance with the FCA Rules.

If You have any questions or concerns about Your policy or the handling of a claim You should, in the first instance, contact the insurance broker who arranged this Policy for You. Please quote Your Policy number in all correspondence so that Your concerns may be dealt with speedily.

The full enquiries and complaints procedure can be found in your policy wording.

Making a Claim

The full claims procedure can be found in your policy wording.

If you wish to make a claim, you should contact your insurance broker as soon as possible. You should not settle, reject, negotiate or agree to pay any claim without our written permission.

Claims for Sections 1 and 2

Your claims will be dealt with by Woodgate and Clark Limited 42 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4AJ

Your claims should be notified to Woodgate and Clark Limited by

Telephone: 01732 520273 or 01732 520270 (out of hours)

Email: newclaim@woodgate-clark.co.uk

Claims for Section 3

Your claims will be dealt with by HSB Engineering Insurance Ltd, Chancery Place, 50 Brown Street, Manchester, M2 2JT

Telephone +44 (0)161 817 2114 Fax +44(0)161 817 2119

Email new.loss@hsbeil.com

The Financial Services Compensation Scheme (FSCS)

Mi Specialty Ltd, Ascot Underwriting Limited and HSB Engineering Insurance Limited are covered by the FSCS. This means that You may be entitled to compensation from the scheme in the unlikely event that they cannot meet their obligations. Further details can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QA Tel: 0207 741 4100 Fax: 0207 741 4101 or www.fscs.org.uk

Several Liability Clause

The liability of Insurers under this contract is several and not joint with other Insurers party to this contract. An Insurer is liable only for the proportion of liability it has underwritten. An Insurer is not jointly liable for the proportion of liability underwritten by any other Insurer nor is an insurer otherwise responsible for any liability of any other Insurer that may underwrite this contract.