

## SCHEDULE OF INSURANCE – LIABILITY POLICY

<b>COVERHOLDER:</b>	Pen Underwriting Limited Halford House, 2 Coval Lane Chelmsford Essex CM1 1TD	
<b>BINDER UMR:</b>	B1262BW0206117	
<b>INSURANCE POLICY NUMBER:</b>	PEN/17/FUL170031	
<b>YOU THE INSURED:</b>	Mr E & Mr R & Mr D Stacey T/as Island Flat Roofing	
<b>ADDRESS:</b>	60 Shell Beach Road Canvey Island Essex SS8 7NU	
<b>BUSINESS:</b>	Roofing, Cladding, Fascia & Soffit Contractor - Including the use of heat	
<b>POLICY PERIOD:</b>	<b>From 14/06/2017 to 13/06/2018 and any subsequent period for which renewal of this Policy is agreed.</b>	
<b>PREMIUM:</b>	£1,538.63 inclusive of IPT 100% Minimum and Deposit Premium and adjustable	
	Where the premium is calculated on the statements and estimates furnished by <b>You, You</b> shall keep an accurate record of all relevant particulars and shall allow <b>Us</b> to inspect such record at any reasonable time and shall within one month of the expiry of the <b>Policy Period</b> furnish <b>Us</b> such information as <b>We</b> require for such expired period and the premium for such period shall thereupon be adjusted by <b>Us</b> and the difference be paid by or allowed to <b>You</b> as the case may be subject to any agreed minimum premium	
<b>LIMITS OF LIABILITY:</b>		
<b>SECTION 1. EMPLOYER'S LIABILITY:</b>	Not Insured	
<b>SECTION 2. PUBLIC LIABILITY:</b>	£2,000,000 any one occurrence, or series of occurrences arising from one event and unlimited in the aggregate in the <b>Policy Period</b> .	
<b>SECTION 3. PRODUCTS LIABILITY:</b>	£2,000,000 any one occurrence and in all during the <b>Policy Period</b> .	
<b>SECTION 4. ENVIRONMENTAL IMPAIRMENT LIABILITY:</b>	Not Insured	
<b>EXCESS:</b>		
<b>SECTION 2.</b>	<b>PUBLIC LIABILITY:</b>	£1,500
<b>SECTION 3.</b>	<b>PRODUCTS LIABILITY:</b>	£1,500

## ENDORSEMENTS

**The following endorsements apply to policy number PEN/17/FUL170031**

### Conditions

#### **L90 BONA FIDE SUB CONTRACTORS CONDITION**

**We** will not cover **You** under this Policy in respect of any claim arising out of or in connection with work undertaken on **Your** behalf by bona fide independent contractors (not defined as an **Employee** under this Policy) unless at the time of engaging such contractors **You** obtain and retain a copy of the relevant insurance policy schedule or other proof thereof that such contractors have in force

- (a) an approved Employers Liability insurance in accordance with any law relating to compulsory insurance of liability to employees and
- (b) Public and Products Liability insurance suitable for the nature of the work undertaken on behalf of **You** and with a limit of indemnity not less than that applying to this Policy and containing an indemnity to principals clause

#### **L97 PERSONAL PROTECTIVE EQUIPMENT CONDITION**

It is a condition precedent to liability under this Policy that:-

1. all **Employees** are made aware of the dangers of not using personal protective equipment,
2. personal protective equipment is provided,
3. a register is maintained which demonstrates that **Employees** have received appropriate training and are fully conversant with the way in which to access and use such personal protective equipment.

If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to cover **Your** claim in full.

#### **SAFETY HARNESS CONDITION**

It is a condition precedent to liability under Section 1 of this Policy that all **Employees** Shall be issued with and shall wear fall-arrest equipment consisting of a full body harness, shock absorbing lanyard and connecting hook which conforms to CEN standards when working at heights exceeding 20 meters above the ground.

This condition shall not apply when the work area, including any access platform or scaffolding, has edge protection consisting of-

- a) a main guard rail of at least 910mm above the edge,
- b) a toe board of at least 150mm high,
- c) an immediate guard rail or other barrier so that there is no gap of more than 470mm

### Extensions

#### **DEFECTIVE WORKMANSHIP EXTENSION**

Notwithstanding exclusion (10) under GENERAL EXCLUSIONS of this Policy **We** will cover **You** against liability for the costs or expense incurred repairing, replacing, removing, rectifying or recalling any defective workmanship or making any refund in respect of **Goods**.

Provided that-

- a) **You** or anyone acting on **Your** behalf have at least three years' experience in the trade
- b) **We** shall not be liable for the first 10% of any loss or £500 whichever is the greater, which amount shall be retained by **You** as your own liability and uninsured
- c) The maximum liability of **Us** under this Extension will not exceed £5,000 any one claim and in the aggregate in any one Period of Insurance

### Exclusions

#### **L26 DEMOLITION SITES EXCLUSION**

**We** shall not cover **You** under Sections 1, 2 & 3 of this Policy against liability arising from work carried out on demolition sites

#### **L75 HAZARDOUS PREMISES EXCLUSION**

**We** shall not cover **You** under Sections 1 & 2 of this Policy 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

#### **LISTED BUILDINGS EXCLUSION**

We shall not cover **You** under Section 2 of this Policy against liability arising from work carried out on any **listed building**.

A **Listed building** for the purposes of this Exclusion shall mean a building, object or structure that has been judged to be of national importance in terms of architectural or historic interest and included on a special register, called the List of Buildings of Special Architectural or Historic Interest. Compiled by the Department for Culture, Media and Sports (DCMS), under the provisions of the Planning (Listed Buildings and Conservation Areas) Act 1990.

#### **Warranties**

##### **L5 BURNING AND WELDING WARRANTY**

**You** agree that the special precautions listed below will be complied with on each occasion **You** do any of the following work and that no such work shall be carried out unless specifically authorised by the occupier of the premises at which the work is to be undertaken and that the occupier shall specifically approve the following safety arrangements

(a) Work involving any blow lamp, blow torch, flame gun or hot air gun or work involving electric gas or other welding cutting or portable grinding equipment

(i) The area in which work is to be carried out (including adjoining shafts or openings and the area the other side of any wall or partition) is to be inspected to establish whether any combustible material (other than the property to be worked upon) is in danger of ignition either directly or by conduction of heat.

(ii) Wherever practicable all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material that cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection

(iii) Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work

(iv) All burning equipment is to be lit and used in strict accordance with the manufacturer's instructions not left unattended when lit and extinguished immediately after use

(v) Hot air guns are to be switched off when unattended and immediately after use

(vi) All portable grinders are to be switched on and used in strict accordance with the manufacturer's instructions and switched off when unattended and immediately after use

(vii) A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and is to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off

(viii) Wherever practicable gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work

(ix) A continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work and immediately following completion of each period of work a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be or has been carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) and a further check is to be made not less than 30 minutes immediately following the completion of each period of work A suitable employee is to be responsible for fire safety for each period of work

(b) Work involving asphalt or bitumen tar boilers:

(i) Regulation spill trays are to be used

(ii) All tar boilers are to be kept wholly at ground level

(iii) The equipment and work is not to be left unattended at any time whilst in use

(iv) Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work

(v) Immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be or has been carried out (including adjoining shafts or openings and the area on the other side of any wall or partition)