

# Contractors Liability Insurance New Business Schedule

Issued By: Josh Carlton (cert cii)

Date of Issue: 1st June 2017
Policy Number: ARG17CL-000596

Period of Insurance: From: 4th August 2017 (both days inclusive,

To: 3rd August 2018 local standard time, at

the address of the

insured)

Renewal Date: 3rd August 2018

Company Name: Sussex Sash Window Restoration Ltd

Client Name: Mr Brian Butler

Correspondence 47 Sheridan Terrace

Address: Hove

BN3 5AH

Main Business Activity: General Builders - Domestic & Light Commercial

Additional Activity:

Policy Wording: Argo/SCPW/V1

Governing Law: Laws of England and Wales

Total Number of Working Directors/Principals: 1
Employees: Manual Employees: 0

Clerical Employees: 0
Labour Only Subcontractors: 5
Temporary Employees Yes

Public Liability: Limit of Indemnity: GBP 5,000,000.00

Standard Excess: GBP 250.00

(Excess = Each and every claim including costs and expenses)

Public/Products Liability - Any one occurrence but aggregate for Products and

Pollution

Employer's Liability:

(excluding any offshore

exposure)

Limit of Indemnity: GBP 10,000,000.00

(Costs inclusive) any

one occurrence

Premium:	Renewal Premium:	GBP	1,219.46
	Insurance Premium Tax at 12%:	GBP	146.34
	FMB Insurance:	GBP	25.00
	Total Premium:	GBP	1,390.80

# Conditions Applicable:

L/2089 L45 L116 L/134 L/2070 L/2004 L/2020 L/2020 L/2007 L/2008 L/2009 L/2010

Subjectivities: Not Applicable

Underwritten by: Argo International whose registered office is at Exchequer Court, 33 St Marys

Axe, London. EC3A 8AA

#### Conditions:

Please note that under the Public Liability Section of the policy, the following Conditions appear as standard:

- Fire Precautions
- Underground Services
- Bona Fide Subcontractors

Please refer to the Policy Wording for the full wording of these Conditions.

### Please refer to the 'Conditions Applicable' section on the previous page and read the relevant exclusions.

### Failure to perform Exclusion

L/2089 Section 1 of this policy does not cover liability in respect of injury loss or damage caused by or arising out of the failure of any products to perform their intended function.

#### Professional Advice Exclusion

L45 This policy does not cover liability arising from or as a consequence of any error or omission of the insured in the exercise of his profession.

# Design and Advice Exclusion

L116 This policy does not cover liability in respect of Injury loss or damage caused by or arising out of A. the formula design specification drawing or plan of B. any defect in or omission from the directions or advice given by the Insured in connection with any Products.

#### Computer Risks Exclusion

L/134 This policy does not cover liability A. arising from or as a consequence of any error or omission of a professional nature in connection with the business B. in respect of damage to or loss destruction or erasure of any information data or records in any computer or peripheral equipment.

#### Underground Services Excess

L/2070 Section 1 of this policy does not cover the first GBP500 of all compensation costs and expenses payable in respect of each occurrence of loss of or damage to pipes cables or other underground services.

#### **Domestic & Light Commercial Work Limitation**

L/2004 This policy does not cover any work other than in connection with private dwellings shops offices public houses guest houses or private hotels all having not more than four floors (including the ground floor and attic).

#### 2 metre depth limit

L/2095 This policy does not cover any work involving excavations exceeding in any part a depth of 2 metre from the surface.

### **Heat Exclusion**

L/2020 Sections 1 and 2 of this policy do not cover any work involving the use of welding or flame-cutting equipment.

#### Cavity Wall

- L/2007 Sections 1 and 2 of this policy do not cover the handling or use Insulators of A. urea formaldehyde B. asbestos or material containing asbestos.
- L/2008 Section 1 of this policy does not cover liability in respect of Injury loss or damage caused by or arising out of the failure of any insulation to perform its intended function.
- L/2009 In respect of Section 1 of this policy it is a condition precedent to any liability of Argo that only materials approved by the British Agreement Board are used in any cavity wall insulation and that the Insured are British Agreement Board approved contractors.

# Work above 20 metres in height Contractors

L/2010 Sections 1 and 2 of this policy do not cover any contract involving work at a height of more than 20 metres above ground or floor level.

# <u>General exclusion – Terrorism</u>

### (Not applicable to Employers Liability, Public Liability or Products Liability Insurance)

Except in respect of loss, destruction or damage or any consequential loss in Northern Ireland, all reference to terrorism in this policy or in any section of this policy, including any schedule, terms, definitions, exclusions, provisions, conditions or endorsements attaching to or forming part of this policy or any section of this policy, is cancelled and of no further effect and is replaced by the following: -

This policy does not cover loss, destruction or damage or any consequential loss occasioned by or happening through or in consequence directly or indirectly of terrorism, except to the extent stated in the Special Provision – Terrorism below.

For the purposes of this policy Terrorism shall mean -

Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence.

In any action, suit or other proceedings where the Insurer alleges that by reason of this definition any loss, destruction or damage or any consequential loss is not covered (or is covered only up to a specified limit of liability), the burden of proving that such loss, destruction or damage or consequential loss is covered (or is covered beyond such specified limit of liability) shall be upon the Insured.

## <u>Special Provision – Terrorism</u>

Subject otherwise to the terms, definitions, exclusions, provisions, conditions and endorsements attaching to or forming part of this policy or of any section head of this policy, this policy extends to cover loss, destruction or damage or any consequential loss in England, Wales and Scotland (other than the territorial seas adjacent to them as defined by the Territorial Sea Act 1987) by Specified Events, occasioned by or happening through or in consequence of Terrorism as defined above, provided that in so far such loss, destruction or damage or consequential loss is insured by this policy or any section of this policy, the liability of the Insurer for any one Loss Occurrence in respect of such loss, destruction or damage or consequential loss shall not exceed

- a) for premises or major portions of premises not occupied solely as private dwellings or blocks of flats
  - ii. GBP100,000 for other property
  - iii. GBP100,000 for Business Interruption
  - iv. GBP100,000 for Book Debts
  - i. GBP2,500,000 for buildings and completed structures
  - ii. GBP2,500,000 for other property
  - iii. GBP2,500,000 for Business Interruption
- b) for premises or major portions of premises occupied solely as private dwellings or blocks of flats
  - i. GBP2,500,000 for buildings and completed structures
  - ii. GBP2,500,000 for other property
  - iii. GBP2,500,000 for Business Interruption

#### Or

c) any sum insured or limit of liability in this Policy or any Section of this Policy whichever is the less

'Special Events' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

'Loss Occurrence' shall mean all individual losses arising in respect of a continuous period of 12 hours of which the proximate cause is the same act of Terrorism.

Any provision in this policy or any section of this policy, which provides for any sum insured or limit of liability to be automatically reinstated following a loss shall not apply to losses covered by this Special Provision.