

CLEGG GIFFORD

Lloyd's Broker

Confirmation of Insurance

Policy Number:
Customer Number:
The Insured:
Excess:
Specific Trade:
Effective Date/Time:
Expiry Date/Time:
Public Liability:
Employers Liability:
Products Liability:
Bona Fide Subcontractors:
Premises Address:
Contact Address:

Endorsements:

Material Damage Section: (This section is subject to a _____ excess for each and every claim)

General Contents:	Static Tools & Professional Equipment:
Electronic Equipment/Computers:	Mobile Tools & Professional Equipment:
Stock:	Tenants Improvements:
High Value Stock:	Total Sum Insured:

Notes for Insured Sub Contractors or Principals

1. All policies are in force up to the stated renewal dates
2. Subject to policy terms and conditions
3. The above information is correct at the date of issue
4. Current policy position can be clarified upon request

This document is sufficient evidence to your Principal of the existence of the above insurance arrangements. Please retail this document as original proof of public liability insurance. An Employers Liability certificate is issued separately, if applicable.

Underwritten by W. R. Berkley Insurance (Europe), Ltd

Company Registered Office: 2nd Floor 40 Lime Street
London EC3M 7AW

All correspondence to:

Clegg Gifford & Co Ltd, 7 Eastern Rd, Romford, Essex, RM1 3NH

Tel. 01708 729 500 Fax. 01708 729 501 Website: www.cgllloyds.co.uk Email: webpolicies@cgllloyds.co.uk

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Endorsements that apply to this policy:

CTR 009 – DEPTH LIMIT

The Insurer shall not provide indemnity against liability caused by or arising from any work undertaken by the Insured, or any Employee at a depth greater than 3 metres from the surface of the ground.

CTR 010 – HEIGHT LIMIT

The Insurer shall not provide indemnity against liability caused by or arising from any work undertaken by the Insured, or any Employee, at a height greater than 13 metres from the surface of the ground.

CTR 013 - SUB-CONTRACTORS CONDITION – UK

It is a condition precedent to the liability of the Insurer under this insurance, that the Insured shall ensure that all sub-contractors to the Insured have in full force and effect, throughout the duration of their contract with the Insured, Public/Products Liability and (in circumstances where a sub-contractor has employees) Employers Liability insurance in respect of their liability at law, which

- a) has been extended to indemnify the Insured as principal in respect of such liability;
- b) provides a limit of indemnity not less than that provided by this insurance

and that the Insured shall, prior to the engagement of each sub-contractor, obtain and retain a copy of written evidence of such insurance.

CTR 016 – GENERAL BUILDERS EXCLUSIONS

The Insurer will not be liable in respect of any claim arising out of, or in connection with

1. any work on or in

- a) docks, harbours, railways, piers or wharves;
- b) chemical or petrochemical works, oil or gas refineries or storage facilities;
- c) airports or airfields;
- d) power stations or nuclear power stations;
- e) any installation where nuclear processing is undertaken;
- f) towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, tunnels, flyovers, dams, motorways, quarries, mines or collieries;

2. any work involving

- a) piling, ground stabilisation, underpinning or dewatering;
- b) roofing or scaffolding under separate contracts;
- c) Water diversion, flood protection or sea defences;

3. any demolition work undertaken by the Insured or on behalf of the Insured, other than the demolition of any building, or part thereof, not exceeding at any point 7.5 metres in height, where such work forms part of an erection, refurbishment or extension contract to be undertaken by the Insured.

CTR 017 – HEAT CONDITIONS (INCLUDING WELDING)

It is a condition precedent to the liability of the Insurer, under Section 2, that when

1. welding or flame-cutting equipment, blow lamps, blow torches or hot air guns (the Equipment) are used by the Insured, or any Employee, away from the Insured's premises, the Insured shall ensure that

a) before using the Equipment

i) an Employee is appointed on each site to be responsible for fire safety and for ensuring that fire precautions are taken. Such Employee shall obtain permission, from a person acting for the occupier of the site, to use the Equipment and shall arrange for the required fire extinguishing appliances to be available at the site;

ii) every Employee, on each site where the Equipment is to be used, shall be made aware of the location of fire alarms and fire fighting equipment at the site;

iii) all moveable combustible materials and property are removed from the vicinity of the work to a distance of not less than six metres from the point of application of heat;

iv) the area in which any welding or flame-cutting equipment is used will be screened by the use of blankets or screens of incombustible material;

v) if heat is to be applied to any wall or partition, or to any material built into or passing through a wall or partition, an inspection will be made, prior to each period of work, to make certain that there are no combustible materials which may be ignited by direct or conducted heat on the other side of the wall or partition;

vi) if heat is to be applied to or near tanks, pipes or other apparatus containing flammable liquids or gases, such tanks, pipes or other apparatus shall be filled with water or completely purged;

vii) each item of the Equipment, including but not limited to gas or fuel containers and hose connected thereto, shall be examined for defects and any defects repaired or replaced;

viii) there shall be available for immediate use, at the point of application of heat, at least two buckets of dry sand and a two gallon minimum capacity fire extinguisher, or in circumstances where water would aggravate a fire a 5lb minimum capacity multi-purpose dry powder fire extinguisher;

ix) nearby hydrants and hoses, if present, must be connected with the water supply and turned on in readiness for immediate use;

b) during use of the Equipment

i) the lighting and use of the Equipment shall be carried out strictly in accordance with the manufacturer's instructions

ii) it is lit as short a time as possible before use and extinguished immediately after use and not left unattended whilst alight;

iii) a responsible person shall act as fire watcher alongside each person using the Equipment;

iv) gas or fuel cylinders, or canisters for use with, but not connected up to the Equipment, shall be kept in the open and if the Equipment is being used in the open, kept a minimum distance of six metres from the point of application of heat;

v) gas or fuel cylinders or canisters are changed in the open;

vi) it shall be operated only by Employees trained or experienced in its use;

c) a continuous fire safety check is made in the vicinity of the work (including the other side of walls or partitions) for a period of thirty minutes after completion of each period of work;

2. vessels for the heating of asphalt or bitumen are used away from the Insured's premises the Insured shall ensure that each vessel

i) shall be kept in the open while heating is taking place;

ii) shall not be left unattended while heating is taking place;

iii) if used on a roof shall be placed upon a surface of non-combustible material;

iv) shall be suitable for the purpose for which it is intended and be maintained and used strictly in accordance with the manufacturer's instructions.

CTR 018 - UNDERGROUND SERVICES CONDITION

It is a condition precedent to the liability of the Insurer, under Section 1, that before any excavation work is carried out

1. Appropriate telecommunication companies is used to locate the position of all underground services and
2. the location of such services has been conveyed to those who are carrying out such work on behalf of the Insured and
3. a written record is maintained of the precautions taken in respect of any excavation and

LBY 049 – LIBEL AND SLANDER EXCLUSION

The Insurer shall not provide indemnity in respect of liability caused by or arising out of libel slander or defamation of character.

LBY 008 – PRODUCTS LIABILITY – EFFICACY EXCLUSION

The Insurer shall not provide indemnity, under Section 3, against liability for the failure or inadequacy (whether full or partial) of any Product Supplied to perform the function for which it was intended.

LBY 016 – PRODUCTS LIABILITY – RIGHTS OF RECOURSE CONDITION

It is a condition precedent to the liability of Insurers, under Section 3 of this Policy, that in respect of any Product Supplied, which consists in whole or in part of any products, goods, components, materials or other items which have been supplied to the Insured, the Insured shall not have waived their rights of recovery in law against the suppliers and that such rights shall have been maintained by the Insured.

LBY 018 – PRODUCTS LIABILITY – COMPLIANCE OF IMPORTS WITH SAFETY AND QUALITY STANDARDS - EUROPE

It is a condition precedent to the liability of the Insurer, under Section 3 of this Policy, that in respect of any Product Supplied, which has been imported by the Insured from outside of the European Union, the Insured shall make such examination of each batch of products or goods within a consignment received by the Insured, to ensure its conformity with all safety and quality requirements of statutory and state regulations, directives, codes or legally required standards that are specific to products or goods of that type or to any component or material contained within that product.

The Insured shall keep documentary records of such examinations and make them available to the Insurer upon request.