

Combined Liability |

Insurance Schedule

Check that this **Schedule**, accompanying **Statement of Fact** and **Policy** Wording meets with **Your** requirements.

You must let **Your** Insurance Intermediary know immediately of any changes that affect the information **You** have disclosed to **Us**.

Insurance Intermediary:	Towergate Insurance - Manchester		
Policy Number:	TRL/2018/7148		
Insured:	UK Cool & Heat Ltd		
Insured's Address:	Unit 6, Crosland Industrial Estate, Stockport Road West, Stockport, SK6 2BR		
Occupation / Business / Trade:	Heating, Air Con & Ventilation Engineers		
Period of Insurance:	From: 00:00 01/09/2018	To: 23:59 31/08/2019	Both dates inclusive (and for such subsequent Periods of Insurance for which the Insured agrees to pay the appropriate premium and the Insurer agrees to accept such premium)
Renewal Date:	01/09/2019		
Reason for Issue:	Renewal		
Premium:	Employers Liability	£ 500.00	100% minimum and deposit
	Public & Products Liability	£ 700.00	100% minimum and deposit
	Insurance Premium Tax:	£ 144.00	
	Policy Fee:	£ 50.00	
	Total:	£ 1,394.01	
Insurer:	A consortium of Insurers: Argo Direct Limited on behalf of ArgoGlobal SE Covéa Insurance plc		
Coverholder:	Thames Underwriting Limited who act as an agent of the Insurer in respect of this insurance under Binding Authority PEND027A118B		

Section 1 - Employers Liability

INSURED

Limit of Indemnity:

£10,000,000

In respect of compensation and **Costs and Expenses** for any one claim or series of claims arising from one source or original cause

Section 2 - Public and Products Liability

INSURED

Limit of Indemnity:

£5,000,000

In respect of:

- 1) any one claim or series of claims arising from one source or original cause
- 2) all **Injury and Damage** occurring during any one **Period of Insurance** in respect of **Products**
- 3) all **Pollution** which is deemed to have occurred during any **Period of Insurance**

In addition the **Insurer(s)** will pay **Costs and Expenses**

Excess:

£500 each and every Damage

Additional Extensions:

Financial Loss:

Not Covered

Defective Workmanship:

Not Covered

Professional Indemnity:

Not Covered

Height Limit:

5 Metres

Depth Limit:

N/A

Complaints: Please refer to Policy Wording

Claims Notification: To report a claim, please contact:
Central Claims Line: 03330 107 190
Claims Email Address: uk.newclaims@ajg.com

Please have your policy number to hand when calling. If you have a need to seek additional assistance please contact your insurance intermediary. You should notify us immediately in the event of any occurrence or circumstance which may give rise to a claim.

Statutory Disclosure

Insurer:

Argo Direct Limited on behalf of ArgoGlobal SE.
Argo Direct Limited is registered in England and Wales: No. 4019569. Registered address: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA.

Covéa Insurance plc.
Covéa Insurance plc is registered in England and Wales: No.613259. Registered office: Norman Place, Reading, RG1 8DA

Argo Direct Limited is authorised and regulated by the Financial Conduct Authority. ArgoGlobal SE is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act, 1998. Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Coverholder: Thames Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA) No. 533504. Thames Underwriting Limited is registered in England No. 7136128
Registered Office: 57a Broadway, Leigh on Sea, Essex, SS9 1PE

Issue office: Thames Underwriting Limited
Monometer House
Rectory Grove
Leigh-on-Sea
Essex
SS9 2HN
enquires@thamesunderwriting.com

Contract Number: PEND027A118B

Signed by:



Thames Underwriting Limited on behalf of the **Company**

Issue Date: 30 August 2018

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Endorsements

Endorsement 6 - Heat Work Away Exclusion

We shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section 2, directly or indirectly resulting from or in consequence of the performance of work involving the application of heat other than on premises owned, leased or rented by the You.

Endorsement 27 - Professional Services Exclusion (Applicable to Section 2)

Section 2 Exclusion 1 – Advice and Professional Services is hereby deleted and replaced with the following :

Advice and Professional Services

liability caused by or arising from any advice design or specification given by You or on Your behalf whether a fee is charged or not.

Endorsement 50 - Fork-Lift Truck Condition

It is a condition precedent to liability under this Policy that the use of fork-lift trucks is subject to the following procedures:

- 1) operatives must be at least 18 years of age
- 2) operatives must
 - a) complete a training course in the safe use of fork-lift trucks through an Accredited Training Provider belonging to one of the five accrediting bodies as recognised by the Health & Safety Executive and
 - b) complete a refresher course within 5 years of the initial training programme and
 - c) You must retain appropriate documentation verifying completion thereof.

Endorsement 64 - Legionnaires Exclusion

We shall have no liability under Section 2 of this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from the spread or contraction of legionnaire's disease.

Endorsement 93 - 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.

Endorsement 97 - 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

- a) 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 alteration or repair
- b) the construction alteration maintenance or repair of bridges viaducts towers, steeples spires pylons chimney shafts blast furnaces mines dams reservoirs ships docks or tunnels or similar structures
- c) underpinning pile driving quarrying tunnelling or water diversion
- d) the use of explosives

Endorsement 133 - Efficacy Exclusion

We shall have no liability under Sections 2 against liability arising out of the failure (whether full or partial) of any Products to correctly fulfil their intended use or function and/or to meet the level of performance quality fitness or durability warranted or represented or expected.

Endorsement 301 – Identity of Insurers

The word 'We/Us/Our/Insurer' wherever it appears shall be deemed to mean the insurers named below or Insurers whose names are with Your consent substituted for such Insurers by a memorandum signed or attached hereto signed on behalf of the Insurers.

Under this policy the liability of each of the Insurers individually shall be limited to the proportion set against its name or such other proportion as may be substituted therefore by memorandum hereon or attached hereto signed on behalf of the Insurers.

	The Insurer	Proportion of the specification
1) Leading Office:	Argo Direct Limited on behalf of ArgoGlobal SE	70%
2)	Covéa Insurance plc	30%

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Statement of Fact

IMPORTANT INFORMATION

This document has been prepared in accordance with the information that **We** have received from **You** through **Your** Insurance Intermediary.

It is important that **You** check carefully all the information shown in this **Statement of Fact** and Quotation document. If any of the information is incorrect **You** must contact **Your** Insurance Intermediary immediately.

You must make a fair presentation of the risk to **Us** at inception renewal and variation of the **Policy**

If **You** knew **You** did not provide a fair presentation of the risk or if **You** did not care whether **You** made a fair presentation of the risk **We** may avoid this **Policy** and retain all premiums and **You** shall reimburse **Us** in respect of all payments already made by **Us**.

In all other cases if **You** did not provide a fair presentation of the risk the **Insurer's** rights are set out below

- 1) if **We** would not have entered into this **Policy** if **You** had made a fair presentation of the risk **We** may avoid this **Policy** and return all premiums to **You** and **You** shall reimburse **Us** in respect of all payments already made by **Us**
- 2) if **We** would have entered into this **Policy** but on different terms other than as to premium this **Policy** will be treated as if it had been entered into on those different terms
- 3) in addition if **We** would have entered into this **Policy** but would have charged a higher premium **We** may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that **We** shall be required to pay

$X = \text{premium charged} / \text{premium that would have been charged if } \text{You made a fair presentation of the risk} \times 100$

For the purposes of this clause references to

- 1) avoiding a **Policy** means treating the **Policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **Policy**) the renewal date (where the failure occurs at renewal of the **Policy**) or the variation date (where the failure occurs when the **Policy** is varied)
- 2) refunds of premium should be treated as refunds of premium back to the inception date renewal date or variation date as the context requires
- 3) issuing a **Policy** should be treated as references to issuing the **Policy** at inception renewing or varying the **Policy** as the context requires

If **You** are in any doubt, please contact **Your** Insurance Intermediary. **We** strongly recommend that **You** keep a record of all information that **You** have provided to **Your** Insurance Intermediary.

Insured:

Full name of proposer (s) **UK Cool & Heat Ltd**

General Disclosure

Have the Proposer(s), Partner(s) or Director(s) involved in the business or any other business ever;

- | | |
|--|----|
| a) had any proposal or insurance declined, cancelled, refused, had any renewal refused, had any special terms or conditions imposed? | No |
| b) been convicted or charged (but not yet tried) for any criminal offence or police caution (other than a motoring offence)? | No |
| c) been subject of any County Court Judgement or the Scottish equivalent, declared bankrupt or insolvent or been disqualified from being a company director or been involved as Owner(s), Directors or Partner with any company which went into receivership, administration or liquidation? | No |
| d) been prosecuted or received notice of intended prosecution under the Health and Safety at Work Act 1974, Consumer Protections Act or any other legislation or regulation? | No |

Business

Occupation / Business / Trade: **Heating, Air Con & Ventilation Engineers**

Date Business Established: **2014**

Details of Previous Relevant Trade Experience: **N/A**

Name of Existing Insurer: **A Consortium Led by RSA**

Employers Reference Number

ERN for each policyholder/joint insured or confirmation if exempt: **475/NB11377**

Trade Registrations/Memberships

Is the company accredited by or a full member of any trade association or federation? **Yes**

If Yes, indicate Yes or No for the following;

CHAS	No
Constructionline	No
Civil Engineering Contractors Association (CECA)	No
Institution of Civil Engineers (ICA)	No
National Skills Academy for Power	No
Safecontractor	No
Other (Enter details) SMSTS & FGAS	

Claim History

Have you suffered a claim or loss or incident which would have given rise to a claim whether insured or not during the last 5 years relating to any employers or public/products liability? **No**

Total Number of Claims: 0

Total Amount Paid and Outstanding: £0.00

Areas of Work

Percentage of work is carried out at the following premises:

a) Private dwelling houses and flats	50%
b) Commercial buildings	50%
c) Industrial buildings	0%

Percentage of work carried out as 'New Build' work: **0%**

Use of Heat

Do you or your employees use any blow lamps, flame cutting or welding plant or other heat producing plant or processes away from your premises? **No**

State percentage of work involving use of heat: **0%**

Work at Height

Maximum height at which work is carried out: **5 Metres**

Work at Depth

Maximum depth at which work is carried out: **N/A**

Health and Safety**Risk Assessment and Method Statements**

- Have you completed a general Risk Assessment? **Yes**
- In addition, do you carry out individual assessments for each site/workplace? **Yes**
- Have competent person(s) been identified to carry out risk assessments? **Yes**
- Have you completed a general Method Statement? **Yes**
- Do you do issue individual method statements for each site/workplace? **Yes**

Personal Protective Equipment (PPE)

- Is PPE provided to all employees, and training provided how to use/wear such equipment? **Yes**
- Have all employees signed to acknowledge receipt of such equipment? **Yes**
- Is the use of PPE strictly enforced? **Yes**

Training

- Do you check and ensure all personnel operating the machinery and equipment have been trained in their safe and proper use? **Yes**
- Do you maintain and retain training and competency records for all employees in the use of such equipment? **Yes**

Plant, Equipment & Vehicles

- Is there a system for the inspection of all work equipment and vehicles in order to identify defects and hazards and to ensure any corrective action is taken? **Yes**
- Is all equipment requiring statutory inspection identified and routinely inspected? **Yes**

Safety Policy

- Do you have a general policy statement with a clear declaration to ensure the health, safety and welfare of employees and others? **Yes**
- Are arrangements provided for health and safety induction training and maintaining H&S training records? **Yes**
- Is there a named person responsible for carrying out the Company's Health and Safety policy? **Yes**

Activity Information

- 1) Do you undertake work or operate as a 'Labour Supply' company or provide 'Labour Supply' to other companies? **No**
- 2) Do you undertake work:
 - a) in, or immediately adjacent to, any of the following Hazardous Locations: airports, aerodromes, runways, helipads or landing strips, aircraft or other aerial devices, jetties, or piers, ships, vessels or watercraft, hovercraft or air cushioned vehicles, docks, dams or aqueducts, mines or quarries, nuclear power stations or any designated nuclear sites, oil refineries, petrochemical installation or sites, oil refineries, petrochemical installation or related storage sites, chemical plants, fuel tanks, or storage vessels, offshore installations including rigs? **No**
 - b) involving any form of railway work (including railway lines, railway installations or premises connected to and forming part of any railway infrastructure)? **No**
 - c) involving the use of cranes, cradles, slings, bosun chairs, abseiling equipment or the like? **No**
 - d) on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, flyovers or similar? **No**
 - e) on or immediately adjacent to motorways? **No**
 - f) involving the use of scaffolding? **No**
 - g) involving demolition of any structure? **No**
 - h) involving the use of explosives? **No**
 - i) involving the use or handling of asbestos, silica PCB's or lead? **No**
 - j) involving underpinning, pile driving, tunnelling, mines and or underground work? **No**
 - k) involving the use of handling of toxic, radioactive, hazardous chemicals or materials? **No**
 - l) where the noise level at any place of work exceeds the first action level (85dB(A))? **No**
 - m) within confined spaces as defined by the Confined Spaces Regulations 1997? **No**
- 3) Is any work undertaken outside Great Britain, Northern Ireland, The Channel Islands and The Isle of Man? **No**
- 4) Have you entered into any agreements assuming liability for injury, illness, loss or damage for which you would not have been liable in the absence of such agreement? **No**
- 5) Do you undertake any design work on a fee only basis? **No**
- 6) Will products be used in aircraft, ships or offshore or exported to the USA or Canada as far as you are aware? **No**

Hazardous Waste Products

Do you discharge any hazardous waste products (e.g. Chemicals, gases, radioactive substances, dust, fumes or vapours) into the atmosphere, sewers, waterways or elsewhere? **No**

Bona Fide Sub-Contractors

If Bona Fide Sub-Contractors are used, do you check the adequacy of their Insurances in accordance with the Bona Fide Sub-Contractors Endorsement/Condition forming part of this Policy? **Yes**

Wages and Turnover

Wages - Own Employees wages including persons employed by, offering services as, or who are labour-only sub-contractors, any self-employed, any person hired from recruitment agencies, any person under a contract of service or apprenticeship with another employer who is hired to or borrowed by the Insured, any person participating in any government or otherwise authorised work experience, training, study, exchange or similar scheme and any voluntary persons. Please state your estimated wages, payments and turnover for the next 12 months for the following categories;

Work at Own Premises

Employees / Directors / Labour Only Sub-Contractors:

	Wages	
Clerical / Administrative work	£	-
General Yardwork	£	-
Manual Work	£	-
Use of fixed woodworking machinery and / or other power driven machinery	£	-

Work Away from Your Own Premises

Employees / Directors / Labour Only Sub-Contractors:

	Wages	
Supervisory work / foreman	£	-
Drivers	£	-
Ground level manual work	£	-
Other work	£	55,000

Bona Fide Sub-Contractors:

Payments to Bona-Fide Sub-Contractors (BFSC - supply and fix)	£	5,000
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Turnover

Annual Turnover for the next 12 months :	£	250,000
of which Cost of Materials amounts to	£	-

Material Facts/Additional Information

Are there any material facts or any other information which needs to be disclosed to the **Insurers** which has not already been answered in the previous questions and statements? **No**

If at any time anything shall occur materially affecting the risk(s) insured **You** must as soon as possible give notice in writing to **Us**.

None

How we use Personal Information

Thames Underwriting Limited is the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

For further information on how your information is used and your rights in relation to your information please see our Privacy Policy which can be found at www.thamesunderwriting.com. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

Credit Searches

In assessing Your application/renewal, to prevent fraud, check Your identity and to maintain the Insurer's records, We may search files made available to Us by credit reference agencies. We may use credit reference agencies to obtain a credit score. The acceptance or rejection of Your application/renewal will not depend only on the results of the credit scoring process.

DECLARATION

I/We declare that the answers given to questions in this statement of fact are true and complete to the best of my/our knowledge and belief.

I/We understand that any material fact, which is information that may influence the Insurer in the acceptance of or assessment or pricing of this insurance has been disclosed and recorded.

I/We understand that if I/we have not given full and true answers to all questions asked in this Statement of Fact that my/our insurance may not protect me/us in the event of a claim.

I/We agree to accept the terms and conditions contained in the Policy wording along with any Additional Endorsements applying to this insurance.

Signature of Proposer:

Name:

Position in Company:

Date (DD/MM/YYYY):
