

Contractors Combined Liability Schedule

Convex Policy Number:	
Unique Market Reference:	B1389PO20351912/24
Attaching to Delegated Underwriting Contract Number:	B1389LSP0000823
Assured:	K&B Piling & Groundwork's Ltd
Policy Period:	Inception Date: 13th March 2024 Expiry Date: 12th March 2025 Both dates inclusive local standard time at the Assured's Premises stated below. This Policy will not automatically renew: notice is hereby given that cover will terminate and not be renewed at the expiry of the Policy Period unless a new agreement is reached between the Underwriters and the Assured.
Mailing Address:	Office 2, Naptha Lane, Whitestake, Preston, Lancashire, PR4 4JY
Employers' Reference Number:	120/ME31781
Assured's Premises:	Office 2, Naptha Lane, Whitestake, Preston, Lancashire, PR4 4JY
Business Description:	Pile Driving and Piling Contractors
Policy Wording Attaching:	CONX-CAS-004-0322 Contractors Combined Liability Policy (UK)
Endorsements Attaching:	- CONX-CAS-222-0421 Burning and Welding Conditions Endorsement - CONX-CAS-428-0421 Piling and Underpinning Guarantee Exclusion - CONX-CAS-427-0421 Piling Conditions - CONX-CAS-230-0421 Cement/Concrete Exclusion (Rip and Tear) - CONX-CAS-393-0421 Underground Cables, Pipes and Services Condition Endorsement

Operative Cover A – Employers’ Liability	Operative
Limit of Liability:	GBP 10,000,000 any one Occurrence Any one Occurrence (inclusive of Defence Costs), but restricted to £5,000,000 in respect of Asbestos & Terrorism Subject to the following sub-limits which shall be part of and not in addition to the above limit: Asbestos sub-limit: GBP 5,000,000 Offshore sub-limit: GBP 5,000,000 Terrorism sub-limit: GBP 5,000,000 Data Protection sub-limit: GBP 50,000 All any one Occurrence
Excess:	Not applicable
Defence Costs:	Inclusive of the Limit of Liability
Operative Cover B – Public Liability	Operative
Limit of Liability:	GBP 5,000,000 Any one Occurrence (Defence Costs in addition). Excluding Asbestos & Terrorism
Excess:	GBP 1,500.00 each and every Claim, inclusive of costs and expenses. GBP 2,500 Heat Work / Damage to Underground Services
Defence Costs:	In addition to the Limit of Liability
Retroactive Date:	13 th March 2024 in respect of the Data Protection Legislation Extension
Operative Cover C – Product Liability	Operative
Limit of Liability:	GBP 5,000,000 Any one Occurrence (Defence Costs in addition), but in the aggregate for the Policy Period. Excluding Asbestos & Terrorism
Excess:	GBP 1,500.00 each and every Claim, inclusive of costs and expenses. GBP 2,500 Heat Work / Damage to Underground Services
Defence Costs:	In addition to the Limit of Liability
Operative Cover D – Pollution Liability	Operative
Limit of Liability:	GBP 5,000,000 Any one Occurrence (Defence Costs in addition), but in the aggregate for the Policy Period. Excluding Asbestos & Terrorism
Excess:	GBP 1,500.00 each and every Claim, inclusive of costs and expenses. GBP 2,500 Heat Work / Damage to Underground Services
Defence Costs:	In addition to the Limit of Liability

Operative Cover E – Contractors All Risks	Operative
Property Insured:	
1) Contract Works:	
Sum Insured:	GBP 0 any one Occurrence
Excess:	GBP 0
2) Temporary buildings and/or Site Accommodation	
Sum Insured:	GBP 0 any one Occurrence
Excess:	GBP 0
3) Plant, Tools and Equipment:	
Sum Insured:	GBP 88,000.00 Any one Occurrence. Excluding Asbestos & Terrorism
Own Plant Max Value Any One Item:	GBP 10,000.00
Excess:	GBP 2,500 each and every Claim, inclusive of costs and expenses. GBP 2,500 each and every Claim in respect of Theft and Malicious Damage, inclusive of costs and expenses.
4) Hired in Plant:	
Sum Insured:	GBP 100,000.00 Any one Occurrence. Excluding Asbestos & Terrorism
Hired In Plant Single Article Limit:	GBP 100,000.00
Excess:	GBP 2,500 each and every Claim, inclusive of costs and expenses. GBP 2,500 each and every Claim in respect of Theft and Malicious Damage, inclusive of costs and expenses.
5) Employees tools clothing and personal effects:	
Sum Insured:	GBP 500.00 in respect of the tools clothing and personal effects of any one Employee
Excess:	GBP 2,500 each and every Claim, inclusive of costs and expenses. GBP 2,500 each and every Claim in respect of Theft and Malicious Damage, inclusive of costs and expenses.

Premium

(Subject to adjustment in accordance with General Terms and Conditions 17: Premium Adjustment)

Operative Cover A – Employers' Liability

Minimum and Deposit Premium: GBP 4,200.00

Minimum and Deposit Percentage: 100%

Adjustable Bases:

Clerical / Non-Manual / Directors	GBP 16,120	@	0.26%
Surveying	GBP 39,000	@	1.05%

Operative Cover B – Public Liability

Minimum and Deposit Premium: GBP 4,200.00

Minimum and Deposit Percentage: 100%

Adjustable Bases:

Turnover – UK / Europe	GBP 238,000	@	0.79%
BFSC Payments (Included Above)	GBP 65,000	@	0.00%

Operative Cover C – Product Liability

Minimum and Deposit Premium: Included within Operative Cover B

Operative Cover D – Pollution Liability

Minimum and Deposit Premium: Included within Operative Cover B

Operative Cover E – Contractors All Risks

Minimum and Deposit Premium: GBP 2,625.00

Minimum and Deposit Percentage: 100%

Adjustable Bases:

Owned:	GBP 88,000	@	1.15%
Hiring Fees:	GBP 45,000	@	3.68%

Total Premium: GBP 11,025.00

Insurance Premium Tax at 12%: GBP 1,323.00

Admin Fee: GBP 150.00

Total Due: GBP 12,498.00

Notification of Claims or Incidents to:

Email:	convexclaims@broadspiretpa.co.uk
Phone:	01908 302011

Written Lines:

Order Hereon:	100%
Dated:	dd/mm/yyyy

Endorsements

CONX-CAS-222-0321 – Burning and Welding Conditions

By way of endorsement to the Policy, the Underwriters and the Assured agree as follows:

The following are conditions of the Policy to which this Endorsement attaches that the Assured needs to comply with in order to fulfil the Assured's obligations under the Policy. If the Assured does not meet any of these conditions and that either causes a Claim or contributes to a Claim, the Underwriters may reject that Claim or payment in respect of that Claim could be reduced.

1. It is a condition of this Policy that:
 - A. in respect of work away from the Assured's own Premises involving the use of the application of heat, including the use of blow torches, blow lamps, flame guns, hot air guns, electric oxy-acetylene or other welding or cutting equipment and angle grinders (in circumstances where sparks are emitted), the following precautions must be complied with on each occasion;
 - a) for work involving the use of blow lamps, blow torches, flame guns and hot air guns;
 - i. the area in which work is to be carried out is to be examined before each period of work commences and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible material.
 - ii. suitable fire extinguishing appliances must be kept available for immediate use at the point of work.
 - iii. the lighting of all blow lamps, blow torches and flame guns must be carried out strictly in accordance with manufacturer's instructions and extinguished immediately after use.
 - iv. lighted blow lamps, blow torches and flame guns must not be left unattended.
 - v. hot air guns must be switched off when not in use and when unattended.

- vi. upon completion of each period of work a continuous fire safety check must be made of the vicinity of the work for a period of not less than thirty minutes to ensure that there is no risk of fire.
- b) for work involving electric oxy-acetylene or other welding or cutting equipment and angle grinders;
 - i. before each period of work commences the area in which the work is to be carried out, including adjoining shafts or openings and the area on the other side of any wall or partition, must be inspected to see whether any combustible property, other than the property to be worked upon, is in danger of ignition either directly or by conduction of heat.
 - ii. all combustible property must be removed to a distance of not less than 10 metres from the point of work and property which cannot be moved must be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection.
 - iii. the Assured must arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a firewatcher and to remain in attendance at all times until lighted flame equipment is extinguished and angle grinders are switched off.
 - iv. suitable fire extinguishing appliances must be made available for immediate use at the point of work.
 - v. the lighting or operation of all angle grinders, electric oxy-acetylene or welding and cutting equipment must be carried out strictly in accordance with the manufacturer's instructions and extinguished or switched off after use.
 - vi. lighted or active, electric oxy-acetylene or other welding and cutting equipment and angle grinders must not be left unattended.
 - vii. gas cylinders not in use must be kept outside the building in which the work is taking place where practicable, but in any event at least 5 metres from the point of application of heat.
 - viii. upon completion of each period of work a thorough fire safety check must be made of all the areas in which the work was carried out, including adjoining shafts or openings and the area on the other side of any wall or partition for a period of not less than thirty minutes to ensure that there is no risk of fire.
- B. when using bitumen boilers, the boiler must be placed on a non-combustible surface and is not to be left unattended whilst lit.

2. Excess

There shall be an Excess of GBP 2,500 for each and every Claim arising out of work away from the Assured's own Premises involving the use of the application of heat, including the use of blow torches, blow lamps, flame guns, hot air guns, electric oxy-acetylene or other welding or cutting equipment and angle grinders (in circumstances where sparks are emitted).

All other terms and conditions of the Policy remain the same and will apply to this Endorsement, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in the Policy.

CONX-CAS-428-0421 – Piling and Underpinning Guarantee Exclusion

By way of endorsement to the Policy, the Underwriters and the Assured agree as follows:

1. The following Exclusion is added to Operative Cover C – Product Liability:

Operative Cover C does not provide any indemnity in respect of liability arising out of or in connection with Property Damage to any superstructure arising from the failure of the Assured's piles to perform their intended function or from any underpinning works undertaken.

For the purposes of this Exclusion, "superstructure" shall mean "any building or structure relying on the support provided by any foundation, basement, piling and/or ground works performed by the Assured or any sub-contractor on behalf of the Assured".

All other terms and conditions of the Policy remain the same and will apply to this Endorsement, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in the Policy.

CONX-CAS-427-0421 – Piling Conditions

By way of endorsement to the Policy, the Underwriters and the Assured agree as follows:

The following are conditions of the Policy to which this Endorsement attaches that the Assured needs to comply with in order to fulfil the Assured's obligations under the Policy. If the Assured does not meet any of these conditions and that either causes a Claim or contributes to a Claim, the Underwriters may reject that Claim or payment in respect of that Claim could be reduced.

1. It is a condition of this Policy that the Underwriters shall not be liable to indemnify the Assured in respect of:

- a) foundation piles and/or casings and/or sheet pile constructions which are:
 - i. misplaced and/or misaligned;
 - ii. lost or damaged during driving and/or extraction;
 - iii. the subject of individual or block disconnection or declutching.

For the purpose of this Policy loss or damage to foundation piles and/or casings and/or sheet pile constructions shall be deemed to have occurred during driving, extraction, disconnection or declutching unless the Assured can produce satisfactory evidence to demonstrate otherwise;

- b) the cost of repair, replacement or rectification of piling work necessitated by leakage or infiltration of liquid, fluids or material at seams, joints, connections and/or beneath sheet pile constructions or into casings unless such leakage or infiltration is a direct consequence of other physical loss or physical damage for which indemnity is provided by Operative Cover E to this Policy;
- c) any abandoned piling work unless such abandonment is a direct consequence of other physical loss or physical damage for which indemnity is provided by Operative Cover E to this Policy;
- d) piles which have failed to pass a load test or to reach the required bearing load unless such failure is a direct consequence of physical loss or damage for which indemnity is provided by Operative Cover E to this Policy;
- e) loss or damage to any property directly or indirectly resulting from the failure of piles or piling work which were known by the Assured to fail to meet the specification prior to the occurrence of the loss or damage unless the specification had been amended to allow for this weakness.

All other terms and conditions of the Policy remain the same and will apply to this Endorsement, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in the Policy.

CONX-CAS-393-0421 – Underground Cables, Pipes and Services Condition Endorsement

By way of endorsement to the Policy, the parties agree as follows:

The following apply to Operative Cover B – Public Liability and are conditions of the Policy to which this Endorsement attaches that the Assured needs to comply with in order to fulfil the Assured's obligations under the Policy. If the Assured does not meet any of these conditions and that either causes a Claim or contributes to a Claim, the Underwriters may reject that Claim or payment in respect of that Claim could be reduced.

The following applies to Operative Cover B – Public Liability only.

1. It is a condition of this insurance that before any excavation work is carried out the Assured have:
 - a) taken reasonable measures or arranged for reasonable measures to be taken (for example, contacting the appropriate authorities) to identify the location of cables, pipes and services which might be on site and to which damage might be caused;
 - b) retained a written record of the measures taken to locate cables, pipes and services; and
 - c) advised those who are carrying out the work on the Assured's behalf of the location of any cables, pipes and services identified.
2. The Underwriters will not be liable for the first GBP 2,500 of each and every Claim arising out of or in connection with excavation work.

All other terms and conditions of the Policy remain the same and will apply to this Endorsement, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in in the Policy.

CONX-CAS-230-0421 – Cement/Concrete Exclusion (Rip and Tear)

By way of endorsement to the Policy, the Underwriters and the Assured agree as follows:

1. The following Exclusions are added to the Policy and apply only to Operative Cover B – Public Liability and Operative Cover C – Product Liability.

The Underwriters will not indemnify the Assured in respect of the Assured's legal liability for:

- a) the costs of digging out, removing and/or replacing any cement or concrete which has been or may be supplied by the Assured or on the Assured's behalf;

- b) rebuilding costs or the cost of any repair or remedial work on any structure or works, including any loss or expense resulting from the need to rebuild, repair or undertake remedial work;

- c) the cost of supplying:

- i. cement or concrete in replacement for;

- ii. additional cement or concrete as reinforcement for;

cement or concrete originally supplied by the Assured or on the Assured's behalf;

which is necessary because of:

- a) the failure of cement or concrete to fulfil the purpose for which it has been or may be supplied;

- b) the discovery of the existence or supply, or alleged discovery, of the existence or supply of "High Alumina Cement" or "Calcium Aluminate Cement";

by the Assured or on the Assured's behalf.

All other terms and conditions of the Policy remain the same and will apply to this Endorsement, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in in the Policy.



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21_04/ContractorsCombinedLiabilitySchedule

Policy Number: (UMR) B1389PO2035191224

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B1389PO2035191224
Date contract printed to PDF: 09:08 04 June 2024

SIGNED UNDERWRITERS

Convex Group

Slip Leader

100%
Written

100%
Signed

convex



LIRMA

XIS
C9800

A	L	6	9	2	Q	2	3	A	0	0	0				W3
A	L	6	9	2	Q	2	3	B	0	0	0				NA
A	L	6	9	2	Q	2	3	C	0	0	0				CB

08:55 04 June 2024

Convex Insurance UK Limited, LIRMA C9800

Laura Meecham

Bound

Market Submission - Security Details

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Policy Number: (UMR) B1389PO2035191224

SETTLEMENT INFORMATION

Terms of Settlement

Settlement Due Date: 30 June 2024

Instalment Premium Period of Credit: 0

Adjustment Premium Period of Credit: 0

Convex Group

Non-Bureau Leader

Laura Meecham