

Schedule for Your Self Employed Tradesman Policy

Produced on 29/04/2016

Your New Business Schedule

The Schedule forms part of Your policy.

Please keep The Schedule safe with Your policy.

Policyholder Details

The Policyholder	Taylor & Sons Building Contractors Ltd
Contact address	1 Beech Grove Terrace South Ryton Tyne And Wear United Kingdom NE40 4TW
Your Business	Builder - PDH Alteration and Repair

Policy Details

Policy number	97SEP3140152
Effective date	29/04/2016
Expiry date	28/04/2017
Annual premium	
(excluding Insurance Premium Tax)	£ 2,366.24
Insurance Premium Tax	£ 224.79
Total Annual premium due	£ 2,591.03

Insurance Adviser Details

Your Insurance Adviser	Dixons Commercial Insurance Brokers 4A Parkway Porters Wood St Albans, AL3 6PA
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Important

If the information in The Schedule is incorrect or incomplete, or if the insurance does not meet Your requirements, please tell Us as soon as possible.

You are reminded of the need to tell Us immediately of any circumstances or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant circumstances may invalidate Your policy, or may result in the policy not operating fully.

Insurance Act 2015

The Insurance Act 2015 comes into force on 12 August 2016.

We have prepared Your policy wording to comply with the new Act from the effective date shown on Your Schedule (which may be before 12th August 2016), and Your contract of insurance should be read in the context of the provisions of the Act.

In particular, We are complying with Section 8 and Schedule 1 of the Act as regards proportionate remedies for breach by our policyholder of their duty to make a fair presentation of the risk to Us.

In return, We are asking that You also comply with the Act as regards Your duty to make a fair presentation of the risk to Us.

Contact Details for Claims and Help

Do You or Your employees use a Smartphone or Tablet Device?

Why not scan the QR Code and store Our contact details directly to Your device?



Services

As an Aviva customer, You can access additional services to help You keep Your business running smoothly. For Our joint protection telephone calls may be recorded and/or monitored.

Claims Service: 0800 015 1498

A 24 hour, 365 days a year claims line providing You with emergency assistance whenever it is required. When We know about Your problem, We will start to put the solutions in place.

Legal and Tax Helpline 0845 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and You pay for just the cost of the call.

Risk Solutions Helpline 0845 366 6666

Call for advice on safety, fire, security and other issues that can affect Your business. Most enquiries can be dealt with over the telephone, but if We can't give you an immediate answer, We will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times.

Counselling Service Helpline – 0117 934 0105

This is a confidential service available to Your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

Website – www.cutredtape.co.uk

This is Aviva's free website offering many tools and resources to help You manage Your business effectively. You'll get access to

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

To register, please visit www.cutredtape.co.uk and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

Customer Obligations - Actions You Must Take

The following Customer Obligations are actions You must take before We are liable to pay a claim. Failure to take the required action can invalidate Your cover. Please read these carefully and take the required action to ensure Your cover remains in force.

Applicable to all Sections

Reasonable Precaution and Maintenance of Property

You must take reasonable precautions to prevent

- (1) Damage to Your Property Insured by maintaining Your Premises and equipment (including data and programs), in a satisfactory state of repair and in full working order, ensuring that plant and machinery comply with any Statutory Regulations
- (2) accident or injury to any person or Damage to their property by complying with all legal requirements and safety regulations.

Claims Procedure

You must tell us immediately or at least within 7 days of becoming aware of any incident which may result in a claim.

You must report to the police, as soon as reasonably possible, any damage arising from Theft, Arson, Malicious Damage, and within 7 days for Riot or Civil Commotion.

You must provide us with all information of the loss, liability, destruction, damage, accident or injury, including the amount of the claim, and any communication from 3rd parties.

You must not admit or deny fault or accept responsibility or make any payments, admit, deny, negotiate or settle any claim without our prior written consent.

You can with Our consent arrange for urgent repairs to be done immediately which are reasonable and necessary to secure the Property Insured.

You must allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute, at Our own expense and for Our own benefit, any claim for cover or compensation against any other person. You must give us all information assistance We require.

Applicable to the Public and Products Liability Section

Customer Obligation - Underground Services

You must ensure that You maintain in force a system of work for controlling the risks of Damage to underground pipes, cables or other services, which are associated with digging, excavating, boring or similar work.

BEFORE STARTING WORK

You must ensure that You

1. have taken (or caused to be taken) all reasonable steps, including contacting the appropriate authorities, to find out whether any pipes, cables or other services which could be at risk, are under the site
 2. keep a record of all steps taken
 3. inform whoever is carrying out the digging, excavating or boring, of the location of any pipes, cables or other services.
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Customer Obligation - Bona Fide Sub-Contractors Insurances

You must ensure that in connection with any work undertaken by any bona-fide sub-contractors You obtain evidence they have current policies providing cover for Public and Products Liabilities that

1. have a Cover Limit of at least £1,000,000
2. cover the work to be undertaken
3. are effective for the duration of the contract
4. provide cover to You as principal

and that You keep a written record of their insurer and policy number

Customer Obligation - Use of Heat

You must ensure that the precautions detailed below, are taken each time any of the following equipment is used away from premises which You own hire or rent

1. electric, oxy-acetylene or similar welding or cutting equipment
2. cutting or grinding equipment using abrasive disks or wheels
3. blow lamp, blow torch, hot air gun or hot air stripper
4. asphalt, bitumen, tar or pitch heater.

BEFORE STARTING WORK

Where You and any other persons for whom You are responsible are working at a site, a responsible person must be appointed for fire safety to ensure the following precautions are taken.

1. Fire safety checks to identify material which might be liable to catch fire must be carried out before work commences, including checking the areas under floors or decks, above ceilings (including false or suspended ceilings) and behind walls, screens, bulkheads or partitions. These checks must be repeated regularly while work is in progress and immediate steps taken to extinguish smouldering or flames detected.
2. At the point of application of heat, including if there is a risk of ignition directly or by conduction, combustible materials, including those under floors or decks or above ceilings (including false or suspended ceilings) and behind walls, screens, bulkheads or partitions, must be removed.
If this is not practicable
 - a. combustible materials within the immediate vicinity must be covered by overlapping sheets or screens of non-combustible material when using any blow lamp, blow torch, hot air gun or hot air stripper and/or
 - b. combustible materials within 10 metres must be covered and protected by overlapping sheets or screens of non-combustible material when using any electric, oxy-acetylene or similar welding or cutting equipment, cutting or grinding equipment using abrasive disks or wheels or any asphalt, bitumen, tar or pitch heater.
3. all gaps or holes through which sparks or flames could pass must be covered by non-combustible material.

WHILE WORK IS IN PROGRESS

1. A sufficient number of portable fire extinguishers in full working order and suitable for dealing with the type of fire risk expected must be kept available at the point of application of heat and used immediately smoke, smouldering or flames are detected.
2. Heat equipment must not be lit until immediately before use or left unattended while lit, switched on or hot, and must be extinguished immediately after use.
3. Cylinders must not be changed while the equipment is hot and when not in use kept at least 15 metres from the burner.
4. Paraffin or petrol powered equipment must be filled/refilled in the open and must not be filled/refilled when hot.
5. Asphalt, bitumen, tar or pitch must only be heated in the open and in a container designed for that purpose, placed on a non-combustible surface at ground level.

AFTER FINISHING WORK

Hot waste materials and welding rods must be removed and safely disposed of and a final safety check must be carried out within 30 and 60 minutes after work has finished and immediate steps taken to extinguish smouldering or flames detected.

Applicable to the Contract Works Section

Work Stoppages

You must notify Us within 30 days of any stoppage or suspension of construction work at the Contract Site.

We may at Our option

- (1) modify Your premium
- (2) amend the terms and conditions of this Section
- (3) require You to make alterations to the Contract Site and/or the Works
- (4) exercise Our right to cancel Your Policy under Policy Condition - Cancellation.

If, in the event of any claim for Damage, You have failed to advise Us of such a suspension or stoppage within the 30 day period specified above, We may at Our option, avoid the claim

Endorsements

The following list of Endorsements detail any alterations We have made to the standard cover provided by Our Self Employed Tradesman policy and which apply specifically to Your Policy.

These changes can include, but are not limited to, changes in Excess, the removal or alteration of a specific cover, **and/or any further Customer Obligations which must be complied with to ensure Your cover remains in force**. Please read these carefully to ensure You understand Your cover and take the appropriate action where required. **Failure to take required action on a Customer Obligation can invalidate Your cover.**

Work Outside the UK - Not Covered

Applicable to the Public and Products Liability Section, and the Employers Liability Section (when Insured under this policy)

We will not cover You for work carried out outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Builders - Erection Alteration Maintenance & Repair

Applicable to the Public and Products Liability Section, and the Employers Liability Section (when Insured under this policy)

We will cover The Insured in respect of contracts, undertaken by You or on Your behalf, for the erection, alteration, maintenance or repair of buildings or structures including any

1. partial or total demolition
2. road and footpath construction
3. laying pipes, drains and sewers forming part of the contract.
4. partial or total demolition of structures not exceeding 4 metres in height.

We will not provide cover for

1. **piling work, water diversion or the use of explosives**
 2. **the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.**
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Excess - Heat Use

Applicable to the Public and Products Liability Section

In respect of Damage to Property arising out of any

1. electric, oxy-acetylene, or similar welding or cutting equipment
2. cutting and grinding equipment using abrasive disks or wheels
3. blow lamp, blow torch, hot air gun or hot air stripper
4. asphalt, bitumen, tar or pitch heater

used away from premises which You own, hire or rent, an Excess of £500 in respect of Compensation Costs and expenses applies to each and every event.

Excess - Third Party Property Damage

Applicable to the Public and Products Liability Section

In respect of Damage to Property caused by

1. You
or
2. work carried out by You or on Your behalf

away from premises which You own, hire or rent, an Excess of £250 in respect of Compensation Costs and Expenses applies to each and every event unless the Damage is subject to a more specific Excess.

Excess - Underground Services

Applicable to the Public and Products Liability Section

In respect of Damage to underground pipes, cables or other services the following Excesses apply in respect of Compensation Costs and Expenses to each and every event

- a. optical fibre cables - the higher of 10% or £250 subject to a maximum of £2500
 - b. other underground cables, pipes or services - £250
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Any Endorsement(s) are subject otherwise to the terms and exceptions of the Policy.

Policy Items

Your Policy Wording details all of the covers available under Our Self Employed Tradesman Product, with the information below explaining the values relating to each of these specific cover items. Only the items applicable to the Sections You have selected are listed below.

For details of which Sections are covered or not covered under Your Policy, please refer to the page(s) following this section

PROPERTY DAMAGE SECTION

All Other Contents

- | | | |
|---|-----------------|---------|
| • Documents, manuscripts, business books, Data Storage Materials, patterns, models, moulds, plans and designs | (any one claim) | £10,000 |
| • Pedal cycles, tools and other personal items | (any one claim) | £500 |
| • Visitors' personal belongings | (any one claim) | £500 |
| • Trade samples, brochures, promotional merchandise and goods in trust | (any one claim) | £500 |
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MONEY AND ASSAULT SECTION

Money

- | | | |
|---|-----------------|----------|
| • in transit or in a bank night safe until removed by a bank official | (any one claim) | £1,000 |
| • at Your Premises while You or any Employee are working there | (any one claim) | £1,000 |
| • contained in a locked safe on Your Premises outside Business Hours | (any one claim) | £1,000 |
| • in Your home or the home of any Employee, partner or director | | £500 |
| • Money Item 1.2 | (any one claim) | £250,000 |
| • Money Item 1.3 | (any one claim) | £500 |
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Assault

- Please refer to Property Damage Cover item - Assault within Your Policy Wording for detail of incidents covered and compensation payable.
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CONTRACT WORKS SECTION

Debris Removal	25% of estimated original Contract price
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EMPLOYERS' LIABILITY SECTION

Payment for Court Attendance

- | | | |
|------------|-----------|------|
| • Director | (per day) | £500 |
| • Employee | (per day) | £250 |
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PUBLIC AND PRODUCTS LIABILITY SECTION

Payment for Court Attendance

- | | | |
|------------|-----------|------|
| • Director | (per day) | £500 |
| • Employee | (per day) | £250 |
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Data Protection Act 1998	(total per period of insurance)	£1,000,000
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COMMERCIAL LEGAL PROTECTION SECTION

Please refer to Commercial Legal Protection within Your Policy Wording for detail of cover.

EMPLOYEES COVERED

Employee Type	Number of Employees
Partners, Principals, Proprietors and Directors:	1
Permanent Employees:	4
Temporary Employees:	0
MAXIMUM AT ANY ONE TIME	
Labour-only subcontractors:	5
Bona Fide subcontractors:	2
Total Number of Employees:	12

PROPERTY DAMAGE SECTION

Basis of Cover:	Specified Insured Events plus Accidental Damage
Insured Item:	Sum Insured
Contractors Tools (including Employees') - Hand Tools, portable power tools and equipment used in connection with the construction industry anywhere in the UK	£10,000
Maximum limit any one article	£500

BUSINESS INTERRUPTION SECTION

Cover Not Selected

CONTRACT WORKS SECTION

Insured Item:	Sum Insured
Works	£500,000
Your Plant	£50,000
Hired in Plant	£75,000

EMPLOYERS' LIABILITY SECTION

Insured Item:	Cover Limit
Employers' Liability	£10,000,000

PUBLIC AND PRODUCTS LIABILITY SECTION

Insured Item:	Cover Limit
Public and Products Liability	£5,000,000

COMMERCIAL LEGAL PROTECTION SECTION

Insured Item:	Cover Limit
Cover Items 1 to 12 and 14 to 16	£500,000
Cover item 13	£1,000,000

PERSONAL ACCIDENT SECTION

Cover Not Selected

SECTION EXCESSES

<u>Section</u>	<u>Excess</u>
Property Damage	
• Contractors Tools	£ 250
Contract Works	
• Theft / Malicious Damage	£500
• Any other Property Damage	£250
Public and Products Liability	
• Damage to Hired/Rented Premises	£250
• Damage caused by Heat	£500
• Third Party Property Damage	£250
• Damage to Fibre Optic Cables	Higher of 10% or £250. Maximum payable £2,500
• Damage to other underground cables, pipes or services	£250

Any other Excess/Excesses stated as applying in any Endorsements and/or Your Policy Wording.
