



## COMBINED LIABILITY SCHEDULE OF INSURANCE

### **IMPORTANT**

Under English law, if you are a business insured (i.e. an insured who has bought insurance wholly or mainly for purposes related to their trade, business or profession) the business has a duty to disclose to the insurer every material circumstance which it knows or ought to know after reasonable search. This is the case before your cover is placed, when it is renewed and any time that it is varied. Your policy wording may also provide that this duty continues for the duration of the policy. A circumstance is material if it would influence an insurer's judgment in determining whether to take the risk and, if so, on what terms. If you are in any doubt whether a circumstance is material we recommend that it should be disclosed. Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or proportionately reduce the amount of any claim payable. In some circumstances an insurer will be entitled to avoid the policy from inception and in this event any claims under the policy would not be paid.

THIS CONTRACT OF INSURANCE is contingent on the information and representations you provided in your application. Depending on the type of information and representations that you provided, the proposed contract of insurance includes certain conditions, exclusions and subjectivities. Kindly review all the contract of insurance documentation, including any binder, declarations page, policy forms, and endorsements and/or subjectivities, to familiarise yourself with any conditions included in the contract of insurance. These conditions, exclusions and subjectivities may require you to take specific actions, to refrain from taking specific actions, to fulfill certain requirements, and/or to verify specific facts. Please be advised that strict compliance with the conditions, exclusions and/or subjectivities contained in the contract of insurance is required. If you do not strictly comply with the conditions, exclusions and/or subjectivities contained within the contract of insurance, then the **Insurer**, may deny or limit coverage for any claim submitted by you under the contract of insurance. Please pay particular notice of all headings in **9.** of this schedule.

***Nonetheless, it is very important that you read the full policy carefully and, if you are unsure or unable to comply with any provisions, please contact Us immediately***

<b>Previous #:</b> NEW	<b>Authority Ref #:</b> B6991SCO2018S01	<b>Certificate #:</b> 19DTW764
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<b>Wording:</b> BDB DTW 2019 Combined Liability Insurance Wording V01	<b>Proposal Form Dated:</b> 13 <sup>th</sup> February 2020
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<b>1.</b>	<b>Name and Address of the Insured:</b>	Prestige Roofing Ltd 70 Colomb Street London SE10 9HA
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<b>2a.</b>	<b>ERN Code – EL Only (Employer Reference Number)</b>	Not Applicable
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<b>2b.</b>	<b>Is this the Parent or Child Company? (I.e. Subsidiary or trading name)</b>	Parent.
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<b>3.</b>	<b>Business Description:</b>	Roofing Contractor Including Heat
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<b>4.</b>	<b>Effective:</b>	<b><u>From:</u></b>	00:00 GMT on: 21 <sup>st</sup> February 2020	
		<b><u>To:</u></b>	23:59 GMT on: 20 <sup>th</sup> February 2021	Both days inclusive

<b>5.</b>	<b>Insurers:</b> DTW 1991 Underwriting Limited on behalf of Syndicate DTW1991 at Lloyd's	<b><u>Percentage:</u></b> 100%
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<p><b>6. Limits of Indemnity:</b></p>	<table border="0"> <tr> <td style="vertical-align: top;"> <p>Section 1. Employers Liability</p> </td> <td style="vertical-align: top;"> <p><b>£10,000,000</b></p> </td> <td style="vertical-align: top;"> <p>any one occurrence or series of occurrences arising out of one originating cause for bodily injury (inclusive of all costs and expenses)</p> </td> </tr> <tr> <td></td> <td style="vertical-align: top;"> <p><b>£5,000,000</b></p> </td> <td style="vertical-align: top;"> <p>combined single limit for bodily injury occurring Offshore/for bodily injury arising from Terrorism/for bodily injury arising from Asbestos</p> </td> </tr> <tr> <td style="vertical-align: top;"> <p>Section 2. Public Liability</p> </td> <td style="vertical-align: top;"> <p><b>£5,000,000</b></p> </td> <td style="vertical-align: top;"> <p>any one occurrence (inclusive of all costs and expenses)</p> </td> </tr> <tr> <td style="vertical-align: top;"> <p>Section 3. Products Liability</p> </td> <td style="vertical-align: top;"> <p><b>£5,000,000</b></p> </td> <td style="vertical-align: top;"> <p>any one occurrence or series of occurrences and in the aggregate (inclusive of all costs and expenses)</p> </td> </tr> </table>	<p>Section 1. Employers Liability</p>	<p><b>£10,000,000</b></p>	<p>any one occurrence or series of occurrences arising out of one originating cause for bodily injury (inclusive of all costs and expenses)</p>		<p><b>£5,000,000</b></p>	<p>combined single limit for bodily injury occurring Offshore/for bodily injury arising from Terrorism/for bodily injury arising from Asbestos</p>	<p>Section 2. Public Liability</p>	<p><b>£5,000,000</b></p>	<p>any one occurrence (inclusive of all costs and expenses)</p>	<p>Section 3. Products Liability</p>	<p><b>£5,000,000</b></p>	<p>any one occurrence or series of occurrences and in the aggregate (inclusive of all costs and expenses)</p>
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<p><b>7. Premium:</b></p>	<p><b>Minimum &amp; Deposit:</b> £3,360.00 (Including Insurance Premium Tax) Calculated as follows:-</p>												
<p>Section 1</p>	<p><b>Minimum &amp; Deposit:</b> £1,500.00 Adjustable at Expiry as per Premium Adjustment condition Page 35 @: 1.00% on Manual Directors Wages Estimated: £ 150,000</p>												
<p>Section 2 &amp; 3</p>	<p><b>Minimum &amp; Deposit:</b> £1,500.00 Adjustable at Expiry as per Premium Adjustment condition Page 35 @: 0.40% on Turnover Estimated: £ 367,000 BFSC Payments Estimated: £ 75,000</p>												
	<p>Insurance Premium Tax Calculated @ 12% on above = £360.00</p>												
<p><b>8. Situate:</b></p>	<p>As per Certificate</p>												
<p><b>9. Conditions Precedent/Exclusions/Extensions/Excess/Subjectivities:</b></p>	<p><b><u>9(A) CONDITIONS PRECEDENT</u></b> <i>Please also take particular note of any conditions precedent that appear below.</i></p> <p><b>We</b> are only prepared to provide cover under the <b>Sections</b> identified in these <b>Endorsements</b> if <b>You</b> take the steps and precautions to reduce the risk of losses which are specified as condition precedent.</p> <p>If <b>You</b> do not comply with these condition precedents <b>We</b> will not be liable for any claims under the <b>Sections</b> of cover to which they apply.</p> <p><b>We</b> will not rely on a condition precedent in these <b>Endorsements</b> to exclude, limit or discharge our liability for a loss If, where Section 11 of the Insurance Act 2015 applies, <b>You</b> can prove that non-compliance could not have Increased the risk of a loss which actually occurred in the circumstances in which it occurred.</p> <p>The following are Supplementary Conditions precedent to the validity of this policy;</p> <p><b><u>Health and Safety Policy Condition Precedent</u></b> 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 all employees and further acknowledged by all employees in writing.</p> <p>All other terms conditions and exclusions of the <b>Policy</b> remain unaltered.</p>												

### **Hot Working and Use of Heat Equipment away from your Premises Condition Precedent**

Exclusion 15 (Use of Heat away from your Premises) of the Public Liability Section is deleted and the following Condition Precedent is added to the Public Liability Section of this **Policy**. It is a condition precedent to **Our** liability under the Public Liability Section of this **Policy** that when equipment specified below is used by **You** or any one working on **Your** behalf who undertake work away from **Your Premises** that on each occasion the undernoted detailed steps and precautions are undertaken.

For all hot work away from **Your Premises**:

1. the Construction (Design and Management) Regulations 2015 in respect of fire safety obligations under regulations 29 and 32 are complied with;
2. where necessary a permit to use heat is obtained from any principal, site manager or property owner.

In respect of:

1. blow lamps, blow torches, flame guns, hot air guns, oxy-acetylene, other gas or electric welding equipment or angle grinders;

A. prior to work commencing:

- i. the area in which such equipment is to be used must be thoroughly examined and cleared of loose combustible materials which may be in danger of ignition within the vicinity of use, including areas above or below. Where clearance or removal is not practical or fixed combustible materials are to remain in situ, such combustible materials must be covered with overlapping sheets, blankets or screens of non-combustible material;
- ii. where such equipment is used on walls, partitions, roofs, ceilings, floors or heat conducting materials are built into or project through these, additional precautions are required. A thorough examination of the opposite side of such wall, partition, roof, ceiling or floor to ensure it is clear of any combustible materials which may be ignited by sparks or flames or conducted heat. Where clearance or removal is not practical, such combustible materials must be covered with overlapping sheets, blankets or screens of non-combustible material or other steps and precautions must be undertaken to mitigate the risk of igniting a fire;

B. during work:

- i. whilst such equipment is switched on or alight it shall kept under continuous visual supervision by the user or any other designated competent person, until such time such equipment is switched off, extinguished and has cooled down after use;
- ii. suitable fire extinguishing equipment appropriate for the work is kept available for immediate use and as near as practicable to where the work is undertaken;
- iii. filling or refilling of gas cylinders is only to be carried out in the open outside of any building or structure;
- iv. additional gas cylinders not in use must be safely stored in an area at least six (6) metres away from the proposed area where such equipment is being used;

C. after work:

- i. immediately upon finishing work a thorough examination must be made in and about the area (including the other side of walls, partitions, roofs, ceilings or floors) where the work has been carried out to ensure that no ignition has taken place or for evidence of smouldering or transmission of heat which may cause a fire. Then further thorough examinations at thirty (30) and sixty (60) minute intervals afterwards or more frequently as required by any risk assessment;

2. tar/bitumen boilers, melting pots, vessels, tar pans with associated heating apparatus used for heating of bitumen, bituminous compounds, tar or similar materials;

A. during work:

- i. whilst heating apparatus is switched on or alight it shall kept under continuous visual supervision by the user or any other designated competent person until such time such heating apparatus is switched off, extinguished and has cooled down after use;
- ii. tar/bitumen boilers, melting pots, vessels, tar pans must be placed on a firm level surface of fire resistant material and capable of supporting the load;
- iii. any gas cylinders must be at least three (3) metres away from the boiler during use, unless a suitable protective shield is fitted;
- iv. suitable fire extinguishing equipment is kept in close proximity whilst heating apparatus is switched on or alight and available for immediate use;
- v. additional gas cylinders not in use must be safely stored at least six (6) metres away from heating apparatus;
- vi. where tar/bitumen boilers, melting pots or vessels are operated on a roof or within a building or structure they must be placed in a tray or pan with a greater capacity than the contents of the container being heated;

B. after work:

- i. such equipment must be switched off or extinguished and thoroughly examined to ensure it has cooled down after use before moving it or leaving the site unattended.

All other terms conditions and exclusions of the **Policy** remain unaltered.

**Bona-Fide Sub Contractors Condition Precedent**

It is a condition precedent to **Our** liability under the Employer's Liability, Public Liability and Products Liability Sections of this **Policy** that all bona-fide sub-contractors engaged have liability insurance in full force and effect throughout the period for which work is undertaken for **You** and which as a minimum includes:

1. Employers' Liability with a limit of indemnity of not less than £10,000,000; and
2. Public (including Pollution) and Products Liability with a limit of indemnity of not less than £5,000,000; and
3. an indemnity to principal extension; and
4. full coverage for the scope of work undertaken by the bona-fide sub-contractor for **You**.

**You** shall obtain and retain a copy of the bona-fide sub-contractor's insurance policy schedule or maintain other written evidence of the insurance in force for inspection by **Us** when required.

All other terms conditions and exclusions of the **Policy** remain unaltered.

**9 (B) EXCLUSIONS**

**As contained in the BDB DTW 2019 Combined Liability Insurance Wording V01 plus the following supplementary exclusions;**

**Height Limit Exclusion (20 metres)**

This **Policy** does not cover legal liability arising out of or in connection with any work undertaken by **You** or anyone working on **Your** behalf at a height above twenty (20) metres from the surrounding floor or ground level.

All other terms conditions and exclusions of the **Policy** remain unaltered.

**Hazardous Location Exclusion**

This Policy does not cover legal liability arising out of or in connection with any activities or work undertaken by You or anyone working on Your behalf on, within or at any of the following:

- (i) any airport, aerodrome or helipad including runways, manoeuvring areas or aprons or any part of an airport, aerodrome or helipad to which aircraft ordinarily have access;
- (ii) aircraft, drones and other aerial devices
- (iii) watercraft or hovercraft (other than watercraft not exceeding ten (10) metres in length or any hand propelled boat or pontoon in inland water or coastal Territorial Limits).
- (iv) bridges, viaducts or aqueducts;
- (v) chemical plants, petro-chemical plants, oil refineries, gas works or fuel, oil or chemical bulk storage sites;
- (vi) dams or cofferdams;
- (vii) demolition sites;
- (viii) docks, harbours, boatyards, jetties, piers or inland waterways;
- (ix) explosive plants, storage magazines or munition facilities;
- (x) nuclear plants or designated nuclear sites and facilities;
- (xi) Offshore installations;
- (xii) power stations;
- (xiii) quarries or opencast mines;
- (xiv) railway installations or other premises connected to and forming part of any railway infrastructure;
- (xv) railway lines;
- (xvi) tunnels over 0.5 metres diameter;
- (xvii) underground mines or collieries;
- (xviii) underwater mines;
- (xix) underwater/sub aqueous works or installations.
- (xx) any work involving asphalt or bitumen tar boilers

**Hazardous Works Exclusion**

This Policy does not cover legal liability arising out of any work undertaken by You or anyone working on Your behalf involving:

1. piling, ground stabilisation, underpinning or dewatering works;
2. mining, quarrying or tunnelling over 0.5 metres diameter;
3. any demolition work undertaken by You or anyone working on Your behalf other than any building or part thereof which is three (3) metres or less in height where such work forms an incidental part of an erection, refurbishment or extension contract;
4. the sale supply hire and/or the erection of spectator stands;
5. the use of explosives;
6. water course diversion, dams, flood protection or sea defence
7. any work involving asphalt or bitumen tar boilers
8. any work involving asphalt or bitumen tar boilers
- ~~9. any work undertaken by You or anyone working on Your behalf under a separate specific contract for roofing or scaffolding works.~~

**9(C) EXTENSIONS (as contained in the BDB DTW 2019 Combined Liability Insurance Wording V01)**

Additional Extensions

NONE

**9(D) EXCESS**

**The amount specified for which the Insured will be responsible:**

Excess: £ 1,000 Third Party Property Damage Excess Each and Every Claim Including Costs & Expenses

**Heat Use Increased Excess**

The Excess stated in the Schedule is increased to £2,500 in respect of the first amount of each and every claim arising out of Damage resulting from or in consequence of the performance of work involving blow-lamps, propane torches, angle grinders, oxy-acetylene or similar burning, cutting or welding equipment, hot air guns, soldering or brazing equipment.

**9(E) SUBJECTIVITIES**

If the cover provided is granted by (re) insurers subject to certain requirements, failure to comply may result in cover not being in place. Please contact us immediately if you are unsure as to the meaning of a subjectivity or are unable to comply.

**We would like to draw your particular attention to the following subjectivity**

NONE

**10. Several Liability Notice – As contained in BDB DTW 2019 Combined Liability Insurance Wording V01 (Page 39)**

**11. Complaints Procedure (as contained in BDB DTW 2019 Combined Liability Insurance Wording V01).**

**12. Information and Misrepresentation (Your Duties):  
As contained in BDB DTW 2019 Combined Liability Insurance Wording V01 (Pages 6,7 & 8)**



**13. Binding Underwriter Information and Privacy Policy:**

Your Policy has been arranged through BDB (UK) Limited, who is a limited company registered in England under company number 8146123. The registered office of BDB (UK) Limited is:  
52-54 Leadenhall Street, London, EC3A 2BJ

BDB (UK) Limited is authorised and regulated by the Financial Conduct Authority and their details may be found on the Financial Services Register at <https://register.fca.org.uk/>

BDB (UK) Limited acts as agent for **Us** for all matters relating to the performance of B6991SCO2018S01 which grants BDB (UK) Limited authority to underwrite insurance on **Our** behalf.

BDB (UK) Limited will collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

For more information about how **We** use **Your** personal information, please see **Our** privacy policy, which is available on **Our** website  
[https://www.bdbltd.co.uk/pdfs/BDB\\_Privacy\\_Policy.pdf](https://www.bdbltd.co.uk/pdfs/BDB_Privacy_Policy.pdf)

**14. The Intermediary issuing this insurance on behalf of the Insurer is:**

**BDB (UK) LIMITED,  
52-54 Leadenhall Street,  
London,  
EC3A 2BJ,  
United Kingdom.**  
(Appointed Representatives of Lloyd's Brokers BDB Ltd)

**15. Statutory Status Disclosure**

**Insurers:** Syndicate DTW1991 at Lloyd's is managed by Coverys Managing Agency Limited. Coverys Managing Agency Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority No: 224442

Coverys Managing Agency Limited is registered in England No: 04690709  
Registered Office: One Creechurch Place, London, EC3A 5AF

**Coverholder:** BDB (UK) Ltd is authorised and regulated by the Financial Conduct Authority No: 591369  
BDB (UK) Ltd is registered in England No: 08146123  
Registered Office: C/O PKF Littlejohn LLP, 1 Westferry Circus, Canary Wharf, London, E14 4HD

BDB (UK) Limited (B6991SCO2018S01): Hereon: (100%)

<b>100.0000%</b>			100% DTW 1991 Underwriting Limited on behalf of Syndicate DTW1991 at Lloyd's
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BDB (UK) Limited (B6991SCO2018S01): Hereon: (100%)

<b>100.0000%</b>			100% DTW 1991 Underwriting Limited on behalf of Syndicate DTW1991 at Lloyd's
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This Policy has been signed in London this day of 27 February 2020

By...  ... (Authorised Signatory)

For and on behalf of the intermediary.