

# POLICY CERTIFICATE

## LIABILITY INSURANCE

Royal & Sun Alliance Insurance plc and other insurers as defined in the policy wording

**Koyda LTD****Mr Joseph Cromwell**

Koyda Ltd  
Chart House, 2 Effingham Road  
Reigate  
Surrey  
RH2 7JN  
United Kingdom

**Insured address**

Koyda Ltd  
Chart House, 2B Effingham Road  
Reigate  
Surrey  
RH2 7JN  
United Kingdom

**Policy:** ISCOMBL18085104JCromwell**Cover start date:** 11/09/2014**Period of insurance:** 1 year  
Limited**Business description:** Steel / Metal  
Fabricators, Construction

**\*IMPORTANT \*** Please read your Policy Wording carefully to ensure that you fully understand the benefits of the cover provided. If you have any queries please contact us as soon as possible.

Section	Sum insured
A. Employer's Liability	£10 Million
B & C. Public & Products Liability	£2 Million

**Dated** 11/09/2014

**The following Business Partner(s) have been noted:**

None

**Endorsements applicable (terms of business enclosed) - CC1 CC12 CC14 CC20 CC21 CC26 CC29 CC30 CC32 CC36 CC37 CC41 CC45 CC46 CC47 CC51 CC60 CC62 CC65 CC71 CC87 CC100 CC113 CC123 CC125 CC134 CC136 CC146**

**Additional Endorsements** (due to underwriting)

None

**Special Terms**

None

**Terms and conditions**

A 14 day cooling off period is applicable to this policy from the date of receipt of documentation, subject to no claims.

**Excess applicable**

Policy excess £250 each and every claim.



Mike Farley

## Endorsements applicable

### CC1 - Bona Fide Sub-Contractors Warranty

It is warranted by the Insured that all sub-contractors that they engage maintain employers' liability and public liability policies that provide:

- Employers' liability coverage with a limit of indemnity of not less than £10,000,000 any one occurrence
- Public liability coverage with an indemnity limit of not less than the limits provided by this Policy
- An indemnity to the Insured as principal

It is further warranted by the Insured that they do not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including but not limited to, the assumption of any liability or potential liability on behalf of any bona fide sub-contractor, or the waiver of any rights of recourse against any bona fide sub-contractor.

### CC12 - Burning of Debris Exclusion

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B, directly or indirectly resulting from or in consequence of the burning of debris.

### CC14 - Height Limit Exclusion (10 metres)

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A or B directly or indirectly resulting from or in consequence of work undertaken by any person employed at a height above 10 metres from the surrounding floor or ground level.

### CC20 - Rights of Recourse Condition

It is a condition precedent to the liability of Underwriters that full Rights of Recourse are maintained against any manufacturer or supplier with whom they have entered into a legal contract for the provision of products or components.

### CC21 - Waste Disposal Warranty

It is warranted by the Insured that all waste material of any description shall be disposed of at a licensed refuse site in accordance with the terms of such licence.

### CC26 - Underground Services Condition (Applicable to

Section B)

In respect of loss of or damage to cables, pipes or other services located underground, it is a condition precedent to liability that prior to undertaking any digging, boring or excavation, the Insured has:

- taken or caused to be taken all reasonable measures to identify the location of such cables, pipes and services before any work is commenced which may involve a risk of damage. Reasonable measures include contacting the appropriate authorities if there is any possibility that cables, pipes or services are under the site
  - retained a written record of the measures that were taken to locate such cables, pipes and services
  - conveyed the location of such cables, pipes or services to those who are carrying out such work on behalf of the Insured
- Indemnity under this Policy shall be restricted to the actual cost of repair or replacement of such cables, pipes or services as assessed by an independent surveyor and shall not extend to cover any

additional costs for loss of use, consequential loss or damage, or penalties and/or fines, which are imposed on the Insured by the relevant authorities as a result of any damage.

#### **CC29 - High Risk Location Exclusion**

Underwriters 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 undertaken on or at any of the following locations or premises:

- refineries, bulk storage or production premises in the oil, gas or chemical industries.
- offshore structures and work underground or underwater.
- aircraft, hovercraft, aerospace systems or watercraft (other than at docks, harbours, boatyards or inland waterways not involving the use of heat).
- railways or airports.

#### **CC30 - Personal Protective Equipment Condition**

It is a condition precedent to the liability of Underwriters that the use or wearing of Personal Protective Equipment by any Person Employed is rigorously enforced and that Personal Protective Equipment is supplied to the Person Employed and that a formal record is maintained confirming receipt of such equipment.

#### **CC32 - Structural Steel Erection Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with any work undertaken by the Insured involving the erection of structural steelwork.

#### **CC36 - Toxic/Hazardous Goods Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with the carriage, dumping or disposal of toxic, corrosive, explosive and/or hazardous goods by the Insured.

#### **CC37 - Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with the operation or ownership of waste transfer stations.**

#### **CC41 - Tree Felling Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A or B, directly or indirectly resulting from or in consequence of any tree felling and/or lopping.

#### **CC45 - Demolition Sites Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of work carried out on demolition sites.

#### **CC46 - Landfill Sites Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of the ownership and/or operation of landfill sites.

#### **CC47 - Participant to Participant Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A or B, directly or indirectly resulting from or in consequence of any Injury caused by the negligent act and/or omission of any participant towards another participant.

#### **CC51 - Burning and Welding Warranty**

The Insured hereby warrants that the following special precautions will be complied with on each occasion of any work involving the use of blow lamps, blow torches, flame guns, hot air guns, electric gas or other welding equipment, or portable grinding equipment:

- (i) All blow lamps, blow torches and flame guns or hot air guns are to be lit in strict accordance with the manufacturer's instructions, not left unattended when lit and extinguished immediately after use;
- (ii) 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) is to be inspected to establish whether any combustible material (other than the property to be worked upon) is in danger of ignition either directly or by conduction of heat;
- (iii) Wherever practicable, all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material which cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection;
- (iv) Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
- (v) All portable grinders are to be switched on and used in strict accordance with the manufacturer's instructions and switched off when unattended and immediately after use;
- (vi) A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off.
- (vii) Wherever practicable, gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work;
- (viii) Immediately following completion of each period of work and during the period of not less than thirty minutes following completion of each period of work, a thorough and continuous check that there is no fire or risk of fire is to be made of the whole 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).

\*Warranty (vi) is deemed not to apply when the Insured works alone as a sole trader.

#### **CC60 - Safety Harness Warranty**

It is warranted by the Insured that all persons employed shall be issued with and shall wear fall-arrest equipment consisting of a full body harness, shock absorbing lanyard and connecting hook which conforms to CEN standards when working at height exceeding 5 metres above the ground.

This warranty shall not apply when the work area, including any access platform or scaffolding, has edge protection consisting of:

- (a) a main guard rail of at least 910mm above the edge;
- (b) a toe board of at least 150mm high;
- (c) an intermediate guard rail or other barrier so that there is no gap of more than 470mm.

#### **CC62 - Product Source Condition**

It is a condition precedent to liability under this Policy that all Products are sourced from within the European Union, Australia, United States of America or Canada only or have an EU Safety accreditation.

#### **CC65 - Second Hand and Reconditioned Product Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C, directly or indirectly resulting from the sale or supply of second hand or reconditioned Products.

#### **CC71 - Work in a Confined Space Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of any work undertaken in a confined space, as defined by the Confined Space Regulations 1997.

#### **CC87 - Roadside Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or

in connection with any work alongside any road.

#### **CC100 - 1m Depth Limit Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section A or B, directly or indirectly resulting from or in consequence of any work carried out at depths exceeding 1 metre.

#### **CC113 - Roofing Exclusion other than by BFSC**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising directly or indirectly from roofing activities other than when undertaken by sub contractors employed by our Insured who maintain Public Liability Insurance with a limit not less than hereon.

#### **CC123 - Hauliers' Spillage & Contamination Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from:

- a) the leakage or spillage of any load whilst being delivered into or discharged from the load carrying vehicle operated by the Insured
- b) the contamination of and/or wrongful delivery to any third party property excluding property in the custody or control of the Insured or Employee

#### **CC125 - Parent/ Guardian in attendance Condition Precedent**

It is a condition precedent to the liability of Underwriters that children are attended by either a parent or a guardian when using the Insured's premises.

**CC134 - 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 work involving the application of heat, specifically the use of naked flames / spark generating equipment. this will not apply to the use of hot air guns or heat generating equipment.**

**CC136 - This Policy does not apply to liability caused by the failure or alleged failure or unsuitability of any products supplied or contract work executed to perform correctly their or its intended function**

#### **CC146 - Identity of Insurers**

Royal & Sun Alliance Insurance plc

Royal & Sun Alliance Insurance plc (No. 93792) is registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

AIG Europe Limited

AIG Europe Limited is registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

Aviva Insurance Limited

Aviva Insurance Limited. Registered in Scotland No 2116. Registered Office: Pitheavlis, Perth, Scotland PH2 0NH.

Covéa Insurance plc

Covea Insurance plc. Registered in England and Wales No. 613259. Registered office, Norman Place, Reading RG1 8DA.

All Insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.