

Contractors All Risks Section

Contract Works Sub-Section

Not Operative

Not Operative

The works, whether permanent or temporary, materials incorporated or for incorporation therein, (other than property insured in item 2 below), being the property of the **Insured** or for which the **Insured** is responsible, including all transits in respect of any contract or work undertaken whether such contract or work was commenced during the **Period of Insurance** or otherwise within the **Territorial Limits**.

Limit of Liability: N/A any one Occurrence (as defined)
Maximum Contract Period N/A
Excess: N/A

Employee's Effects Sub-Section

Not Operative

Employees' effects including tools, clothing and personal effects (not furs money and jewellery) for which the **Insured** is responsible whilst on any site or for which the **Insured** is responsible under the terms of any joint working agreement.

Limit of Liability: N/A
Excess: N/A

Contractors Plant

Contractors' plant, tools and equipment, demountable and temporary buildings, and/or caravans, and/or other items of a like nature, and materials, and/or any other property of whatsoever nature used or intended for use in connection with any contract works being undertaken by the **Insured** and insured under this Policy, all being the property of the **Insured** or hired by the **Insured** under the Contractors Plant Association conditions or conditions no more onerous including transit by road rail or inland waterways.

Own Plant Sub-Section

Not Operative

Owned Plant Limit of Liability: N/A
Excess: N/A

Hired in Plant Sub-Section

Not Operative

Hired in Plant Limit of Liability: N/A
Excess: N/A

Estimated annual hiring in charges:

N/A

Liability Section

Operative

Employers' Liability Sub-Section

Operative

Limit of Liability: £10,000,000 any one occurrence or series of occurrences arising out of one originating cause but £5,000,000 any one occurrence or series of occurrences arising out of one originating cause in respect of **Bodily Injury** arising from:-

- a) Terrorism, or
- b) occurring Offshore (if applicable), or
- c) arising out of exposure to asbestos or alleged exposure to asbestos or materials or **Products** containing asbestos

Any one occurrence or series of occurrences arising from or out of one originating cause

Excess: Nil

Public Liability Sub-Section	Operative	
Limit of Liability:	£5,000,000	any one occurrence or series of occurrences arising out of one originating cause
Excess:	£2,500	each and every damage and injury claim
Products Liability Sub-Section	Operative	
Limit of Liability:	£5,000,000	in the aggregate in any one Period of Insurance
Excess:	£2,500	each and every occurrence in respect of Bodily Injury and third party property damage costs inclusive
Pollution Liability Sub-Section	Operative	
Limit of Liability:	£5,000,000	in all in the Period of Insurance
Excess:	£2,500	each and every occurrence in respect of Bodily Injury and third party property damage costs inclusive
Depth Limit:	Unrestricted	(applicable to Contractors All Risks Section and Liability Section)
Height Limit	Unrestricted	(applicable to Liability Section)
Complaints:	Refer to Contractors Combined All Risks Policy	
Claims Notification:	To make a claim the Insured shall give written notice to the Insurers at: DWF Claims 120 Redcliff Street Bristol BS1 6HU Telephone Number: 0333 320 2220 Email Address: axaxl@dwfclaims.com	
Statutory Disclosure		
Insurer:	AXA XL Insurance Company UK Limited Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308). Further details can be found on the Financial Services Register at www.fca.org.uk . AXA XL Insurance Company UK Limited - Registered Office: 20 Gracechurch Street, London, EC3V 0BG. Registered in England - Company Number 5328622. You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.	
Coverholder:	Thames Underwriting Limited is authorised and regulated by the Financial Conduct Authority No.533504 Thames Underwriting Limited is registered in England No. 7136128 Registered Office: 2 Minster Court, Mincing Lane, London EC3R 7PD	
Issue Office:	Thames Underwriting Limited Monometer House Rectory Grove Leigh-on-Sea Essex SS9 2HN enquiries@thamesunderwriting.com	
Contract Number:	B0334SC3342024557	
Issue Reference:	 On behalf of Thames Underwriting Limited	
Issue Date:	10 April 2024	

Policy Number: TUX/2024/1697
 Period of Insurance From: 11/04/2024 To: 10/04/2025

Contractors Combined All Risks Insurance

Statement of Fact

IMPORTANT INFORMATION

This document has been prepared in accordance with the information that the **Insurers** have received from you the **Insured** through the **Insured's** Insurance Broker.

It is important that the **Insured** check carefully all the information shown in this Statement of Fact. If any of the information is incorrect, the **Insured** must contact their Insurance Intermediary as soon as practicably possible.

The **Insured** must make a fair presentation of the risk to the **Insurers** at inception renewal and variation of the Policy otherwise:

a) **Insurers** may avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is deliberate or reckless or of such other nature that had the **Insured** made a fair presentation the **Insurers** they would not have issued the Policy.

The **Insurers** will return the premium paid unless the failure to make a fair presentation is deliberate or reckless.

b) If **Insurers** would have issued the Policy on different terms had the **Insured** made a fair presentation **Insurers** will not avoid the Policy (except where the failure is deliberate or reckless) but the **Insurer** may instead:

- i. reduce proportionately the amount paid or payable on any claim the proportion for which **Insurers** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **Insurers** would have charged had you made a fair presentation and/or
- ii. treat the Policy as if it had included such additional terms (other than those requiring payment of premium) as the **Insurers** would have imposed had the **Insured** made a fair presentation.

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 in any doubt, please contact your Insurance Broker

Insurers strongly recommend the **Insured** keep a record of all information that they have provided to their Insurance Broker.

Insured	G & B Finch Holdings Ltd and/or G & B Finch Ltd
Policy Number	TUX/2024/1697
Period of Insurance	From: 11/04/2024 To: 10/04/2025 <i>Both dates Inclusive local standard time</i>

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 minor 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), Director 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 |
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Policy Number: TUX/2024/1697
 Period of Insurance From: 11/04/2024 To: 10/04/2025

Domiciled / Trading Address

The **Insured** is domiciled in and/or trading within Great Britain, Northern Ireland, Channel Islands or The Isle of Man **Yes**

Claims Experience

The total of all incident, losses or claims which the Proposer(s), any partner(s) or director(s) **Yes**

- that have incurred in the last 5 years
- including events which have or could have resulted in a claim

relating to covers to be insured under this Policy (whether insured at the time of loss) is:

Total Number of Claims: 2
 Total Amount of Claims Paid & Outstanding £3,278.05

Business

Occupation / Business / Trade: Haulage Contractor. Inert Waste Transfer, Recycle & Sale of Material. Concrete Batching Manufacture, Sale & Delivery of RMC products. Minerals Quarry Owner & Operator. Ground Workings Contractors & Property Owner.

Date Business Established: 1969

Details of Previous Relevant Trade Experience: N/A

Name of Existing Insurer: AXA/XL

Renewal Date: 11/04/2024

Trade Registrations/Memberships

Is the company accredited by or a full member of any trade association, federation or other: **No**

If Yes, state name(s) of organisation(s):

CHAS	No
Construction line	No
Civil Engineering Contractors Association (CECA)	No
Institution of Civil Engineers (ICA)	No
National Skills Academy for Power	No
Safe contractor	No
Other (Enter Details)	

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**

Work At Height

Maximum height at which work is carried out **Unrestricted**

Work At Depth

Maximum depth at which work is carried out **Unrestricted**

Policy Number: TUX/2024/1697
 Period of Insurance From: 11/04/2024 To: 10/04/2025

Contractors All Risks & Plant – General Information

Are any of your contract sites on hold or have been suspended N/A

Do you:

- i) carry out any contract works
or
- ii) own any plant or equipment
or
- iii) hire in any plant or equipment

that is used in any of the following situations:

- in on over or immediately adjacent to any watercourse lake reservoir or similar body of water and any coastal estuarial or other area subject to tidal action N/A
- involving the construction or structural alteration of bridges elevated highways railways or walkways, flyovers and elevated or raised bypasses N/A
- in on or involving tunnels shafts mines voids cavities or similar access workings N/A
- in on or involving dams culverts weirs barrages and similar water controlling works N/A
- involving the construction or structural alteration of buildings of more than four storeys N/A
- in respect of contract works where any part of the contract works includes a structure where the load bearing frame is constructed from timber (other than normal roofing trusses supports or beams) N/A
- involved in the handling storage or processing of combustible waste or materials, waste recycling and/or metal recycling N/A
- involving forestry, timber harvesting or forwarding and timber processing equipment, whether static or mobile and including wood-chipping equipment N/A
- in respect of plant and equipment whether owned or hire in that is stone crushing plant with a value of £100,000 or more, a tower crane, or other cranes exceeding 50 ton lifting capacity, submersible pumps, borehole pumps, any machinery which takes in and processes materials, piling rigs, drilling rigs, machinery and plant underground, any plant permanently situated indoors N/A

Will you:

- operate, maintain and service machinery and equipment in accordance with manufacturers recommendations N/A
- inspect machinery and equipment in accordance with any statutory regulations N/A
- ensure that machinery and equipment is used only by operators licensed in accordance with statutory regulations N/A

Contractors All Risks & Plant – Security

You have declared that your own Contractors Plant and Equipment:

- is registered with the CESAR scheme (Construction Equipment Security Registration Scheme) N/A
- valued over £50,000 individually is installed with a Thatcham or manufacturer approved electronic immobiliser N/A
- valued over £50,000 individually is installed with Thatcham approved after-theft tracking system N/A

Policy Number: TUX/2024/1697
 Period of Insurance From: 11/04/2024 To: 10/04/2025

Health & 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 related storage sites, chemical plants, fuel tanks, or storage vessels, offshore installations including rigs Yes
 - 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 No
- 7) Will products be exported to the USA or Canada as far as you are aware No

Policy Number: TUX/2024/1697
 Period of Insurance From: 11/04/2024 To: 10/04/2025

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	£ 875,000.00
General Yardwork	£ -
Manual Work	£ 1,100,000.00
Use of fixed woodworking machinery and / or other power driven machinery	£ -

Work Away From Own Premises:

Employees / Directors / Labour Only Sub-Contractors:	Wages
Directors Manual	£ -
Supervisory work / foreman	£ -
Drivers	£ 1,100,000.00
Ground level manual work	£ -
Other work	£ 35,000.00

Turnover

Annual Turnover for the next 12 months:	£ 12,000,000.00
of which Cost of Materials amounts to	£ -
of which Sales amounts to	£ -
of which Payments to Bona-Fide Sub-Contractors (BFSC - supply and fix) amounts to	£ 200,000.00

Change in Circumstances

The **Insured** must tell **Insurers** as soon as practicably possible about any changes to the information the **Insured** have provided to **Insurers** which happens before or during any **Period of insurance**. **Insurers** will tell the **Insured** if such change affects the **Insureds** insurance and if so, whether the change will result in revised terms and/or premium being applied to the **Insureds** policy. If the **Insured** does not inform **Insurers** about a change it may affect any claim the **Insured** make or could result in the **Insureds** insurance being invalid.

The only hazardous location the client will work is a quarry.

Policy Number: TUX/2024/1697
Period of Insurance From: 11/04/2024 To: 10/04/2025

Credit Searches

In assessing your application/renewal, to prevent fraud, check your identity and to maintain the **Insurer's** records, Thames 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.

How Thames Use Your 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 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.

How AXA XL Insurance Company UK Limited use your Personal Information

This Privacy Notice describes how AXA XL Insurance Company UK Limited (“we”, or “us”) collect and use the personal information of insureds, claimants and other parties (“you”) when we are providing our insurance and reinsurance services.

The information provided to us, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by us for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by us for these purposes with group companies and third-party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the United Kingdom and/or the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: dataprivacy@axxl.com.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the relevant Data Protection Authority.

For more information about how we process your personal information, please see our full privacy notice at: <https://axxl.com/privacy-and-cookies>.

Brokers, Intermediaries, Partners, Employers and other Third Parties

If you provide us with information about someone else, we will process their personal information in line with the above. Please ensure you provide them with this notice, and encourage them to read it as it describes how we collect, use, share and secure personal information when we provide our services as an insurance and reinsurance business.

DECLARATION

I/we declare that the information disclosed in this Statement of Fact is to the best of my/our knowledge and belief both accurate and complete. I/we have taken care not to make any misrepresentation in the disclosure of this information and understand that all information provided is relevant to the acceptance and assessment of this insurance, the terms on which it is accepted and the premium charged.

Signature of Proposer

Full Name

Position in Company

Date Signed (DD/MM/YY)

Signing this Statement of Fact does not bind you to enter into this insurance.

We and you are entitled to choose the law that will govern this contract of insurance.

We propose English law and this will apply unless otherwise agreed.

We reserve the right to decline any insurance proposal or to offer different premium and terms from those quoted dependent on the information You have provided.

Contractors Combined All Risks Insurance

Endorsements

Manslaughter Defence Costs Extension

TCOM E151 04/22

Policy Exclusion 4.3 is deleted and of no further effect.

Definition 3.14 – Defence Costs is deleted and replaced by the following:

- 3.14 “**Defence Costs**” means all costs, fees, and expenses incurred by the **Insured** with the **Insurers’** prior written consent in the defence or settlement of any claim under this Policy including but not limited to legal expenses:
- (a) arising out of representation at any Coroner’s Inquest or Fatal Accident inquiry
 - (b) arising out of any criminal prosecution or proceedings relating to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business** in respect of matters which may form the subject of indemnity by this Policy (including with the **Insurers’** prior consent **Employees** partners or directors of the **Insured**) provided that:
 - (i) the **Insurer** shall not be liable for any fines or penalties imposed as a consequence of such prosecution;
 - (ii) the **Insurers’** liabilities for **Defence Costs** in cases of breach or alleged breach of the United Kingdom Health & Safety at Work Act of 1974 (and/or any equivalent, subsequent or replacement legislation of similar effect) are limited to prosecutions under Section 33(1)(a) to (c) of the Act or similar duty imposed under legislation in Northern Ireland, the Isle of Man, or the Channel Islands;
 - (iii) the **Insurers’** liabilities for **Defence Costs** in connection with allegations or charges (whether under common law or statute) of manslaughter or corporate manslaughter or corporate homicide shall be limited to GBP1,000,000 in all;
 - (iv) the **Insurers’** liabilities for **Defence Costs** in cases of breach or alleged breach of Part II of the Consumer Protection Act 1987 will be limited to proceedings not consequent upon a deliberate act or omission; and
 - (v) the **Insured** or its **Employees**, partners or directors have not made any admission in respect of the relevant offence
 - (c) arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy

All other terms and conditions remain unaltered.

Adjustment in Premium Condition

TCOM E152 04/22

Policy Condition 5.1 is deleted and replaced with the following:

5.1 Adjustment Premium

If any of the **Premium** for this policy has been calculated on estimates furnished by the **Insured** the **Insured** shall keep accurate records containing all particulars relative thereto and shall at all times allow the **Insurer** to inspect such records. The **Insured** shall, no later than thirty (30) days after the expiry of each **Period of Insurance** furnish such particulars to the **Insurer** and the **Premium** for such period shall thereupon be adjusted and the difference paid by or allowed to the **Insured** as the case may be subject to any minimum **Premium** required. The **Insurer** reserves the right to request that the **Insured** supplies an auditor’s statement with such calculations that are the subject of adjustment under this policy attesting to the accuracy thereof. Such calculations shall include all remuneration paid to Employees and all payments made to self-employed persons or employees of labour only sub-contractors for whom liability is assumed or on such other basis as may be agreed. Any additional **Premium** shall be paid within thirty (30) days of advice to the **Insured** of any adjustment due.

Should the **Insured** fail to produce the particulars referred to in this condition within the timeframe specified in this clause, or pay any applicable additional **Premium** due in accordance with this clause, the **Insurer** shall be entitled to refuse to pay, or reduce the amount they pay, for any claim under this policy, whether reported or not.

All other terms and conditions remain unaltered.

Premium Payment Clause – 30 days

TCOM E153 04/22

Clause 1.5 is deleted and replaced with the following:

1.5 Premium Payment

The **Insured** undertakes that **Premium** will be paid in full to the **Insurer** within thirty (30) days of inception of this policy (or, in respect of instalment premiums, when due).

If the **Premium** due under this policy has not been so paid to the **Insurer** by the thirtieth day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) the **Insurer** shall have the right to cancel this policy by notifying the **Insured** through the broker in writing.

In the event of cancellation:

- (a) the **Insurer** shall not be liable for any valid claim under the policy even if it arose before the date of cancellation or the **Insurer** has admitted liability for or appointed lawyers, surveyors or others to handle such claim; and
- (b) any **Premium** paid or due to the **Insurer** will be considered as fully earned. In determining the amount due to the **Insurer** no account shall be taken of any amount said to be due by the **Insurer** to the **Insured** and the **Insured** shall not be entitled to set off any such sum against the amount due to the **Insurer**.

It is agreed that the **Insurer** shall give not less than fifteen (15) days prior notice of cancellation to the **Insured** through the broker. If **Premium** due is paid in full to the **Insurer** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the **Premium** is to be paid through a London Market Bureau, payment to the **Insurer** will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

All other terms and conditions remain unaltered.

Excavation Condition

TCOM E128 04/22

The **Insured** must ensure that in respect of any excavation work undertaken by or on behalf of the **Insured** that

- a) all practical steps must be taken to prevent excavations from collapse
- b) all practical steps must be taken to prevent any person work equipment or materials from falling into any excavation
- c) work shall not start in any excavation unless it has been inspected by a competent person at the start of the shift
- d) excavations below 1.2metres are supported with sheeting or proprietary support systems unless the sides are battered back to a safe angle to prevent instability.

The **Insurer** shall have no liability under the Liability Section, if the **Insured** fails to comply with the above provisions, unless the **Insured** shows that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

All other terms and conditions remain unaltered.

Hazardous Locations Exclusion (AMENDED)

TCOM E099 04/22

The Liability Section does not provide any cover in respect of liability arising out of or in connection with any work undertaken on or at any of the following locations or premises.

- a. any work undertaken airside on or in the immediate vicinity of aircraft
- b. aircraft hovercraft aerospace systems or ships vessels boats (other than at docks harbours boatyards or inland waterways not involving the use of heat)
- c. bridges or viaducts
- d. chemical or petro-chemical works oil refineries gas works
- e. dams or cofferdams
- f. demolition sites
- g. ministry of defence properties
- h. offshore installations rigs platforms
- i. power stations or nuclear plants
- j. ~~quarries~~ mines or collieries
- k. railways or railway installations
- l. tunnels over 0.5m diameter
- m. underground mines
- n. underwater mines
- o. underwater/sub aqueous works or installations

All other terms and conditions remain unaltered.

Labour Only Sub Contractor Condition

TCOM E135 04/22

The **Insured** must ensure that on each occasion where a **Labour Only Sub-Contractor** is contracted by the **Insured** to perform work on the **Insured's** or their principal's behalf, such **Labour Only Sub-Contractor** shall comply with all aspects of the **Insured's** Health and Safety policy as if they were an employee of the **Insured**.

For the purpose of this **Endorsement**, a **Labour Only Sub-Contractor** shall mean any individual who enters into a contract for services with the **Insured** to supply labour only.

The **Insurer** shall have no liability under the Liability Section, if the **Insured** fails to comply with the above provisions, unless the **Insured** shows that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

All other terms and conditions remain unaltered.

Rip and Tear Exclusion

TCOM E082 04/22

The Public Liability and Product Liability Sub-Sections do not provide any cover in respect of liability:

- (a) for the costs of digging out, breaking out, removing or replacing any cement or concrete supplied by the **Insured**;
- (b) for any claim for rebuilding costs, including any loss or expense consequent upon rebuilding, which is due to the failure of cement or concrete to fulfil the purpose for which it was supplied.

All other terms and conditions remain unaltered.

Harness Condition

TCOM E039 04/22

The Insured must ensure that all **Employees** are issued with and shall wear fall-arrest equipment consisting of a full body harness, shock absorbing lanyard and connecting hook which conform with CEN standards when working at heights exceeding 5 metres above ground, unless the work area, including any access platform or scaffolding, has edge protection consisting of:

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

The **Insurer** shall have no liability under the Liability Section, if the **Insured** fails to comply with the above provisions, unless the **Insured** shows that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

All other terms and conditions remain unaltered.

Superstructure Exclusion

TCOM E086 04/22

The Public Liability Sub-Section of this policy does not provide any cover in respect of loss or damage to any superstructure, being any building or structure relying on the support provided by any foundation and/or piling work performed by the **Insured** or by any sub-contractor on behalf of the **Insured**.

All other terms and conditions remain unaltered.

Height Limit Deletion

TCOM E023 04/22

Exclusion 11.2.2 (f) is hereby deleted

All other terms and conditions remain unaltered.

Depth Limit Deletion

TCOM E021 04/22

Exclusion 11.2.2 (e) is hereby deleted

Subject otherwise to the Policy terms Conditions Limitations and Exclusions

All other terms and conditions remain unaltered.

Access to the Public Exclusion

TCOM E093 04/22

The Public Liability Sub-Section does not provide any cover in respect of liability arising out of or in connection with any third party that has been granted access to any part of the **Insured's** premises, other than offices or designated reception areas provided such third party is accompanied and supervised by the **Insured**, or an **Employee** of the **Insured**.

All other terms and conditions remain unaltered.

Carriage of Hazardous Goods Exclusion

TCOM E095 04/22

The Liability Section does not provide any cover in respect of liability arising out of or in connection with the handling, carriage, storage or disposal of:

1. waste;
2. livestock;
3. bulk tank liquids, oils, gases or chemicals;
4. explosives;
5. radioactive materials;
6. dangerous goods as defined within the Approved Carriage List for the purpose of the Carriage of Dangerous Goods by Road and Rail Classification Packaging and Labeling Regulations 1994 or any subsequent legislation of like kind.

All other terms and conditions remain unaltered.

Fork Lift Truck Conditions

TCOM E037 04/22

The **Insured** must ensure that the use of fork lift trucks are subject to the following procedures:

- (a) The operative must be at least 18 years of age.
- (b) The operative must:
 - (i) 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
 - (ii) complete a refresher course within 5 years of the initial training programme;and the **Insured** must retain appropriate documentation verifying completion thereof;
- (c) Whenever a fork lift truck is unattended:
 - (i) the ignition keys must be removed: or
 - (ii) the vehicle otherwise immobilised;to prevent unauthorised use;
- (d) The carriage of passengers or unauthorised use or application as a tool in excess of the design capabilities of the vehicle is prohibited at all times.
- (e) The operative must engage safety restraints.

The **Insurer** shall have no liability under this policy, if the **Insured** fails to comply with the above provisions, unless the **Insured** shows that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

All other terms and conditions remain unaltered.

Goods on Hook Exclusion

TCOM E055 04/22

This policy does not provide any cover in respect of liability for loss of or damage to property to tangible property lifted and/or moved by cranes or other lifting devices.

All other terms and conditions remain unaltered.

Guards on Machines Condition

TCOM E131 04/22

The **Insured** must ensure that

- a) suitable guards and other safety equipment are fitted to and in place on all machinery and plant at all times
- b) suitable training and instruction is provided to all machinery operators
- c) all machinery and plant and other equipment is maintained in operational use and regularly checked and tested in accordance both with manufacturers or government guidelines and with any Regulatory or Statutory requirements

The **Insurer** shall have no liability under the Liability Section, if the **Insured** fails to comply with the above provisions, unless the **Insured** shows that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

All other terms and conditions remain unaltered.

Heat Away Exclusion

TCOM E057 09/23

Notwithstanding General Condition 5.4 on Page 14 of the Policy this policy does not provide any cover in respect of liability arising out of or in connection with the use of electric oxyacetylene or similar welding or cutting plant, blow lamps, blow torches, electrical paint strippers, heat guns, grinding or other spark emitting equipment, asphalt, bitumen or tar heaters or similar away from the Insured's own premises.

All other terms and conditions remain unaltered.

Inefficacy Exclusion

TCOM E060 04/22

This policy does not provide cover in respect of liability arising out of the failure of any **Product** (or any part thereof) to fulfil the function for which it was designed or to perform as specified warranted or guaranteed.

All other terms and conditions remain unaltered.

Licensed Sites Condition

TCOM E136 04/22

The **Insured** shall ensure that

- a) sort, identify, and correctly label, all materials prior to disposal;
- b) where required by law, dispose of all waste through the use of a licensed waste disposal contractor and ensure that the waste is transported to licensed sites only.

The **Insurer** shall have no liability under the Public Liability, Product Liability and Pollution Liability Sub-Sections, if the **Insured** fails to comply with the above provisions, unless the **Insured** shows that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

All other terms and conditions remain unaltered.

Quarry Condition

TCOM E041 04/22

The **Insured** shall ensure that they comply with Part V (Explosives) of The Quarries Regulations 1999 at all times.

The **Insurer** shall have no liability under this policy, if the **Insured** fails to comply with the above provision, unless the **Insured** shows that non-compliance with this provision could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

All other terms and conditions remain unaltered.

Underground Services Condition

TCOM E143 04/22

Exclusion 13.4.11 is deleted and of no further effect.

Where the **Insured**, or any persons acting on behalf of the **Insured**, are undertaking digging, boring or excavation work, the **Insured** must ensure that they shall, prior to and during the carrying out of the work, take all reasonable and necessary precautions to locate, and prevent loss of, or damage to, all underground services including pipes, cables, tunnels, or other infrastructure.

Reasonable and necessary precautions shall include but not be limited to:

- (i) the use of appropriate cable and pipe scanning or locating equipment;
- (ii) obtaining from utility providers and local authorities, and then reviewing, maps and plans showing the services in the locality of the works;
- (iii) supplying the relevant maps, plans, and information as to the location of underground services, to any persons undertaking such work;
- (iv) conducting hand driven trial, or test bore, holes where appropriate to the work.

The **Insurer** shall have no liability under the Public Liability, Product Liability and Pollution Liability Sub-Sections, if the **Insured** fails to comply with the above provisions, unless the **Insured** shows that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

All other terms and conditions remain unaltered.