

## Contractors All Risks Policy

Policy Number	GCAR1216	Broker	S J L (Worcester) Ltd
The Insured	BHR Commercial Construction Limited		
Postal Address	28-30 Union Street, MAIDSTONE ME14 1ED		
The Business	Building New Build & Refurbishment Contractors		
Period of Insurance	20 March 2023	To	19 March 2024
Renewal Date	20 March 2024		
Property Insurance			
	Property Damage Section		Not Operative
	Business Interruption Section		Not Operative
	Terrorism Section		Not Operative
	Machinery Breakdown Section		Not Operative
	Goods in Transit Section		Not Operative
	Specified Items All Risks Section		Not Operative
	Money Section		Not Operative
	Book Debts Section		Not Operative
	Contract Works Section		Operative
	Contractors' Plant Section		Operative
Personal Accident Section			Not Operative
General Liability Insurance			
	Employers' Liability Section		Operative
	Public Liability Section		Operative
	Products Liability Section		Operative
Cyber Section			Not Operative
Professional and Corporate Liability Insurance			
	Corporate Legal Liability Section		Not Operative
	Directors and Officers Liability Section		Not Operative
	Employment Practices Liability Section		Not Operative
	Professional Indemnity Section		Not Operative
Commercial Legal Protection Section			Not Operative
Healthcare Section			Not Operative
		Total Annual Premium	£12,999.97
		Including IPT 12%	£14,559.97

# PROPERTY INSURANCE

Property Insured

Perils Operative -  
Excesses

Premises 28-30 Union Street, MAIDSTONE, ME14 1ED

	Sum Insured	Declared Value
Office computer equipment	Nil	
Stock	Nil	
Stock in the open	Nil	
Target Stocks	Nil	

Endorsements to this Premises None

## CONTRACT WORKS SECTION

Annual Contracting Turnover £2,500,000

Average Contract Value

Maximum Contract Period 12 months

Contract Maintenance Visits Not Included

Own Plant Maximum any one site £10,000

Hired in Plant Maximum any one site £100,000

Annual Hire Fees £20,000

Property Insured

	Sum Insured
Contract Works	£750,000
Employee's Tools	Nil

Excess to this Sub-Section Contract Works £2,500 in respect of theft and malicious damage  
£1,000 each and every other loss

Endorsements to this Section unless specifically mentioned in the endorsement otherwise

The following condition is added to the Contract Works Section Exclusions :

**AWCW/NS1 Non Standard - Erection of New Dwellings**

In respect of any new build homes/dwellings we will not provide cover other than for the erection of new private dwellings below 12 metres in height.

All buildings to be of detached, semi-detached, coach house flats and blocks of no more than 6 flats.

1. We will not provide cover for Damage to property where timber frame construction is utilised on more than 3 floor levels including and above ground level or where the total value of any communicating/terraced/semi-detached units is greater than £500,000

For the purpose of this endorsement the following definition applies:-

**Timber Frame Construction**

A method of timber construction that commonly utilises platform building techniques where the structural frame is made from wood or timber SIPs (Structurally Insulated Panels) or MgO SIPs (Magnesium Oxide Structural Insulated Panels) or ICF (Insulated Concrete Formwork building systems).

## CONTRACTORS' PLANT SECTION

Property Insured

		Sum Insured	
	Own Plant	£10,000	with a maximum any one item £5,000
	Other Plant	£100,000	with a maximum any one item £75,000
Excess to this Sub-Section	Own Plant	£2,500 in respect of theft and malicious damage £1,000 each and every other loss	
	Hired-in Plant	£2,500 in respect of theft and malicious damage £1,000 each and every other loss	

Endorsements to this Section unless specifically mentioned in the endorsement otherwise

The following condition is added to the Contractors Plant Section - Exclusions :

**AWCP/NS1 Non Standard - Unattended Theft**

The following amendment is made to the policy wording - CONTRACTORS PLANT SECTION - Contractors Plant - Exclusions, paragraph 7 is deleted and replaced by the following:-

7. Damage consisting of theft or malicious damage to Contractors Plant or Hired-In Plant or Other Plant between 1800 and 0600 hours and during weekends unless such property is in a building or sited in a fully enclosed yard or compound which is securely closed and locked or under constant surveillance.

If the property is in a vehicle(s) and/or trailer(s) and/or container(s) it/they must be sited within a fully enclosed yard or compound which is securely closed and locked or under constant surveillance and additionally have all doors, windows, boots and other openings closed and securely locked and all additional protective devices put into full and proper operation and has all keys removed so far as local fire regulation permit.

For the purposes of this Endorsement a fully enclosed yard or compound is an enclosure comprising of perimeter fencing, gate and lock defined as:

**Perimeter Fencing**

At a minimum height of no less than 2 metres, comprised of close board hoarding, chain link metal mesh palisade fencing on hardwood concrete or steel uprights set in concrete at no more than three metres spacing or anti-climb demountable fencing with panels held together by at least two security devices

**Gate**

single or double leaf gates with anti-lift hinges and fitted with a lock

**Lock**

a centrally positioned security close shackle padlock and matching padlock bar to at least CEN grade 5 standard fitted in accordance with the manufacturer's instructions

# GENERAL LIABILITY INSURANCE

## All Other Employees - Wageroll

Manual - Work Away excluding heat	£145,000
Manual - Work Away including heat	£5,000

## Payments to Bona-Fide Subcontractors

Manual - Work Away excluding heat	£975,000
Manual - Work Away including heat	£25,000

## Estimated annual turnover

UK	£2,500,000
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## EMPLOYERS' LIABILITY SECTION

Limit of Indemnity      £10,000,000      any one occurrence

Endorsements to this Section   None

## PUBLIC LIABILITY SECTION

Limit of Indemnity      £5,000,000      any one occurrence      Third party property damage Excess   £1,000

Endorsements to this Section   None

## PRODUCTS LIABILITY SECTION

Limit of Indemnity      £5,000,000      any one occurrence and in the aggregate

Endorsements to this Section   None

Endorsements to General Liability Section

The following exclusion is added to the General Liability Exclusions:

### **AWGL/D01 Depth Limit**

Notwithstanding any other terms of this Policy to the contrary, no General Liability Section will indemnify the Insured in respect of:

caused by or arising from any work undertaken, by the Insured or any Employee, at a depth greater than 2 metres from the surface of the ground.

Endorsements to General Liability Section

The following exclusion is added to the General Liability Exclusions:

**AWGL/H01 Height Limit**

Notwithstanding any other terms of this Policy to the contrary, no General Liability Section will indemnify the Insured in respect of:

liability caused by or arising from any work undertaken, by the Insured or any Employee, at a height greater than 15 metres from the surface of the ground.

Endorsements to General Liability Section

The following condition is added to the Public Liability Conditions:

**AWGL/H02 Heat Conditions (Including Welding)**

It is a condition precedent to the liability of the Insurer under this Section that when

- (1) welding or flame-cutting equipment, blow-lamps, blow-torches or hot air guns (the Equipment) are used, by the Insured or any Employee, away from the Insured's premises the Insured must ensure that:
  - (a) before using the Equipment
    - (i) an Employee is appointed on each site to be responsible for fire safety and for ensuring that fire precautions are taken. Such Employee must obtain permission from a person acting for the occupier of the site to use the Equipment and must arrange for the required fire extinguishing appliances to be available at the site; and
    - (ii) every Employee on each site where the Equipment is to be used must be made aware of the location of fire alarms and firefighting equipment at the site; and
    - (iii) all moveable combustible materials and property are removed from the vicinity of the work to a distance of not less than six (6) metres from the point of application of heat; and
    - (iv) the area in which any welding or flame-cutting equipment is used must be screened by the use of blankets or screens of incombustible material; and
    - (v) if heat is to be applied to any wall or partition or to any material built into or passing through a wall or partition an inspection must be made prior to each period of work to make certain that there are no combustible materials which may be ignited by direct heat or conducted heat on the other side of the wall or partition; and
    - (vi) if heat is to be applied to or near tanks pipes or other apparatus containing flammable liquids or gases such tanks pipes or other apparatus must be filled with water or completely purged
    - (vii) each item of the Equipment including but not limited to gas or fuel containers and hose connected thereto must be examined for defects and any defects repaired or replaced; and
    - (viii) there must be available for immediate use at the point of application of heat at least two buckets of dry sand and a two gallon minimum capacity fire extinguisher or, in circumstances where water would aggravate a fire, a 5lb minimum capacity multi-purpose dry powder fire extinguisher; and
    - (ix) nearby hydrants and hoses, if present, must be connected with the water supply and turned on in readiness for immediate use; and
  - (b) during use of the Equipment:
    - (i) the lighting and use of the Equipment must be carried out strictly in accordance with the manufacturer's instructions; and
    - (ii) it is lit as short a time as possible before use and extinguished immediately after use and not left unattended whilst alight; and
    - (iii) a responsible person must act as fire watcher alongside each person using the Equipment;
    - (iv) gas or fuel cylinders or canisters for use with but not connected up to the Equipment must be kept in the open and if the Equipment is being used in the open kept a minimum distance of six metres from the point of application of heat; and
    - (v) gas or fuel cylinders or canisters are changed in the open; and
    - (vi) it must be operated only by Employees trained or experienced in its use; and
  - (c) a continuous fire safety check is made in the vicinity of the work (including the other side of walls or partitions) for a period of thirty (30) minutes after completion of each period of work; and
- (2) vessels for the heating of asphalt or bitumen are used away from the Insured's premises the Insured must ensure that each vessel:
  - (a) must be kept in the open while heating is taking place; and

- (b) must not be left unattended while heating is taking place; and
- (c) if used on a roof, must be placed upon a surface of non-combustible material; and
- (d) must be suitable for the purpose for which it is intended and be maintained and used strictly in accordance with the manufacturer's instructions.

The following exclusion is added to the General Liability Exclusions:

**AWGL/H03 Hazardous Location and Activity Exclusion**

Notwithstanding any other terms of this Policy to the contrary, no General Liability Section will indemnify the Insured in respect of:

any claim arising out of or in connection with:

- (1) any work, other than for collection or delivery, on or in:
  - (a) docks, harbours, railways, piers or wharves; or
  - (b) chemical or petrochemical works, oil or gas refineries or storage facilities; or
  - (c) airports or airfields; or
  - (d) power stations or nuclear power stations; or
  - (e) any installation where nuclear processing is undertaken; or
  - (f) towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, tunnels, flyovers, dams, motorways, quarries, mines or collieries; or
- (2) any work involving:
  - (a) piling, ground stabilisation, underpinning or dewatering; or
  - (b) roofing or scaffolding under separate contracts; or
  - (c) water diversion, flood protection or sea defences; or
- (3) any demolition work undertaken by the Insured or on behalf of the Insured other than the demolition of any building or part of it not exceeding at any point seven and a half (7.5) metres in height where such work forms part of an erection refurbishment or extension contract to be undertaken by the Insured.

The following condition is added to the General Liability Conditions:

**AWGL/U02 Underground Services Search Condition**

It is a condition of this section that prior to the commencement of any excavation digging or earth-moving operation the Insured shall have inquired with the owner and/or relevant authority responsible for existing underground cables pipes or other underground facilities as to the location of such cables pipes or other underground facilities at the contract site the Insured shall retain a written record of and response to the said inquiry and produce this to the Insurers if requested



Allied World Assurance Company (Europe) Dac  
19th Floor, 20 Fenchurch Street  
EC3M 3BY  
UNITED KINGDOM

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## CLAIMS INFORMATION

### ALL SECTIONS

Allied World Assurance Company (Europe) dac  
19th Floor, 20 Fenchurch Street  
London, EC3M 3BY

Professional Indemnity Notifications [SMEProfessionalLines@awac.com](mailto:SMEProfessionalLines@awac.com)

Casualty Notifications [UKCCasualty.Claims@awac.com](mailto:UKCCasualty.Claims@awac.com)

First Party Property Notifications [UKCProperty.Claims@awac.com](mailto:UKCProperty.Claims@awac.com)