

Harveys Builders Limited
Reading House Waterside Court Neptune Way
Medway City Estate
Rochester
United Kingdom
ME2 4NZ

TO WHOM IT MAY CONCERN

Turnover

Re - Harveys Builders Limited

Policy Number - AXACC1000317

Policy Insurer - AXA Insurance Company Limited

We have pleasure confirming cover as follows:

Public Liability Limit of Indemnity -	£5,000,000
Employers Liability Limit of Indemnity -	£10,000,000
Contract Works	£100000
Own Plant and Tools	£31000.00
Employees Tools	£0.00
Hired in Plant Single Item Limit	£50000.00

Inception Date - 04/08/2018

Expiry Date - 03/08/2019

If you have any questions, please do not hesitate to contact us on 02920 881500.

Yours sincerely

Constructaquote



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Date of issue
27/07/2018
Policy number
AXACC1000317
Reason for issue
Policy
Policy wording version
WLI345/P-A

Your policy schedule

AXA Contractors Choice insurance policy

What you need to do next

- Please read this updated policy schedule carefully to check the details are correct and that the level of cover meets your needs.
- The schedule and policy wording should be read together as they show the cover we are providing to you.
- If the details are incorrect or the cover does not meet your needs please contact your insurance adviser.
- If any of the information is incorrect we may change the terms and conditions premium or withdraw cover.

The schedule should be read together with the

- Statement of Fact
- Policy
- Employer's Liability Certificate (if applicable)

Your documents

Please contact your insurance adviser if you require a copy of your policy wording.

Your details

The insured:	Harveys Builders Limited
Client address:	Reading House Waterside Court Neptune Way Medway City Estate Rochester United Kingdom ME2 4NZ

Your policy details

Date changes start from	04/08/2018
Date this policy expires	03/08/2019
Renewal date	04/08/2019

Your premium

Premium:	£2,638.02
Insurance Premium Tax at current rate:	£316.56
Total premium:	£2,954.58

Details of cover

Primary Business description:	Builder
Secondary Business description	None
Estimated annual turnover:	£775000.00
Section 1a Public liability	
Limit of indemnity	£5,000,000


 **Business description** is your business activity or trade.

Section 1b Property developers contingency (JCT 21.2.1)

Limit of indemnity	Not Covered
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Section 2 Employer's liability

Cover required	Yes
Limit of indemnity	£10,000,000

 **The contract** is any contracts or works undertaken by the Insured in the course of the business anywhere within the Territorial Limits where the estimated original contract price or original cost of works does not exceed £100000

Section 3 Contractors all risks

Property insured:	
Item 1 Contract works	£100000
Item 2 Own plant	£31000.00
Item 3 Hired in plant	£50000.00
Item 4 Employees tools	£0.00
Money extension	£0

Section 4 Personal accident	No
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Section 5 Goods In Transit	£0
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Excesses that apply to your policy

Excess:

Own Plant Theft & Malicious Damage	£750
Public liability Application of Heat	£500
Public liability Third Party Property Damage	£500
Own Plant All Other	£500
Contract Works Theft & Malicious Damage	£500
Public liability Underground Services	£500
Contract Works All Other	£500
Hired in Plant Theft & Malicious Damage	£1500
Hired in Plant All Other	£500

Endorsements that apply to your policy

 An **endorsement** is a change to your policy terms and conditions.

103 Hazardous Location Exclusion

The indemnity under Sections 1 (a) (Public Liability) 2 (Employers Liability) and Section 3 (Contractors All Risks) will not apply to liability arising out of any work on or in

- (i) railway or railway installations
- (ii) power stations nuclear installations gas works chemical works oil refineries or fuel storage depots
- (iii) bulk oil petrol gas or chemical storage tanks or chambers
- (iv) collieries or mines

CCHF01 Bona-Fide Subcontractors Insurance

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

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

- (1) have a Limit of Indemnity which provides cover equivalent to that provided under this policy
- (2) cover the work to be undertaken
- (3) are effective for the duration of the contract
- (4) provide an indemnity to You as principal

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

M01 MANSLAUGHTER COSTS EXTENSION

Applicable only to:

Section 1 (A) - Public Liability

Section 2 - Employers Liability (only applicable if this Section is shown as operative in the Schedule)

The indemnity provided by these Sections extends to include

Date

27/07/2018

Policy number

AXACC1000317

AXA Insurance UK plc Registered in England No 78950.

Registered Office: 5 Old Broad Street, London EC2N 1AD. A member of the AXA Group of companies. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Telephone calls may be monitored or recorded.

- a) legal costs and expenses incurred by the Insured or any person entitled to indemnity with the prior written consent of the Company in
 - i) the course of an investigation leading to the offence of
 - ii) defending the Insured against criminal proceedings in connection with a charge of
 - iii) an appeal against any conviction resulting from a prosecution for

manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under the Policy

- b) prosecution costs awarded against the Insured or any person entitled to indemnity as a result of any conviction for such an offence

Provided always that:

- 1) The maximum amount payable under this Extension for each Section stated above shall not exceed £1,000,000 in all during any one Period of Insurance
- 2) The Company shall not be liable to make any payment under this Extension in respect of
 - a) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company
 - b) fines or penalties or the cost of implementing any remedial order or publicity order
 - c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
 - d) an appeal against any fine penalty remedial order or publicity order
 - e) costs incurred as a result of the failure to comply with any remedial order or publicity order
 - f) costs and expenses insured by any other policy
 - g) any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

TR8 War And Terrorism Cover Amendment Clause

This cover amendment clause replaces any previous Terrorism Exclusion clauses (as referenced below) within the policy wording and any previous endorsements applied to the Terrorism Exclusion clauses from the Effective Date shown in the Schedule

Applicable to Sections 1a 1b and 6 where operative

The insurance provided by these Sections are subject to the following Terrorism Limitations

The liability of the Company for all damages costs and expenses payable in respect of all occurrences of Terrorism during any one Period of Insurance shall not exceed in the aggregate the sum of £2,000,000

Provided that if the monetary amount of the Limit of Indemnity stated in the Schedule is less than £2,000,000 then such lesser monetary amount shall apply as the Company's maximum liability for all damages costs and expenses payable in respect of all occurrences of Terrorism during any one Period of Insurance

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For the purpose of this Clause Terrorism means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatsoever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes.

Applicable only to Section 2

The liability of the Company under this Section for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed £5,000,000 This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from War Civil War Terrorism or Political Risk as defined below

For the purposes of this clause War Civil War or Political Risk means war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of property by or under the order of any Government or public or local authority Terrorism or any action taken in controlling preventing suppressing or in any way relating to any of the above

For the purposes of this Clause Terrorism means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes

001 Hazardous Work Exclusion

The indemnity under Sections 1 (a) (Public Liability) and 2 (Employers Liability) will not apply to any claim arising out of

(a) the demolition or partial demolition of a building or structure unless such demolition either

(i) forms part of a contract for building or construction work undertaken by the Insured or

(ii) is of a structure not exceeding 4 metres in height and not forming part of any building

(b) the construction alteration or repair of towers steeples chimney shafts viaducts bridges docks or tunnels

(c) piling (other than by bona fide specialist piling sub-contractors)

(d) the use of explosives

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Your statement of fact

► A statement of fact is a shared document between you and the insurer containing information you have provided. It's very important that the information in this document is correct, as it is used as the basis for your insurance contract.

Contractors Choice

Important information

- This document shows the information you have given and forms the basis of the contract between us.
- If you fail to advise us of any inaccuracies or omissions your policy may not protect you in the event of a claim.
- If the sums insured that you have selected are not adequate this will result in the amount that we pay you in the event of a claim being reduced.

Your contact details

The insured

Harveys Builders Limited

Reading House Waterside Court Neptune Way
Medway City Estate
Rochester
ME2 4NZ

Your broker's details

Name	Constructaquote
Agency number	46/73207

Date
27/07/2018

Policy number
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What you need to do next

- Please check this document carefully to make sure all details are correct and have been fully disclosed.
- You should tell us any information that may influence us in the acceptance of this insurance and the terms provided. If you are not sure if something is important or relevant you should tell your insurance adviser about it. Relevant information is something that could affect our decision to give you insurance or affect the terms of your policy.
- If any of the information in this document is incorrect, please tell your insurance adviser.
- Carefully read the Claims and Underwriting Exchange Register Information and the Data Protection Notice in this document.
- If all the information in these documents is correct you don't need to do anything further and you should retain the documents safely.

We will provide the insurance cover based on the following statements being correct:

General details

What is your Primary Trade	Builder
What is your Secondary Trade	None
Level of Contracts Works Required	£100000
Level of Business Interruption Cover Required	£0.00
Level of Employee Tools Cover Required	£0.00
Level of Own Plant and tools Required	£31000.00
Level of Hired in Plant	£50000.00
Total Annual Hire Charges	£20000.00
Level of Goods in Transit -Vehicle limit	£0
What is your Annual Turnover	£775000.00
What is your total Annual Wage roll	£150080.00
What Limit of Public Liability cover do you require	£5,000,000
Do you require Employers Liability Insurance	Yes
Do you require Money Cover	No
Do you require Phone Cover	No
Please confirm the number of phones	Not Insured
Do you require Personal Accident cover for employees	No
Please confirm number of employees	Not Insured
What is the maximum HEIGHT you work to (in meters)?	Over 15
What is the maximum DEPTH you work to (in meters)?	4

Health and Safety

Are you a member of any trade association?	No
Please state which one?	Not Applicable
Do you have a written and signed health and safety policy that has been reviewed within the last 12 months?	Yes
Please provide the name and position of the person(s) responsible for health and safety within your company.	N/A
Are your Health and Safety systems and procedures externally audited?	No

Risk Management

Please list your main workplace and health hazards	N/A
Have all risk assessments and method statement been carried out and recorded in accordance with Section 3 of the Health and Safety at work regulations 1999	Yes
Do you undertake post-incident reviews following losses or near misses?	No

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Contractors Choice: Your statement of fact

Please provide details of training provided to your employees.

Is all training given recorded? Yes

What proportion of work are you the main or sole contractor? 0%

What proportion of your contracts do you incur Construct Design and Management responsibilities? 0%

Are you familiar with the joint code of practice for fire prevention on construction sites, if so are safety plans prepared where required? Yes

Do you have a fire evacuation plan? No

Do your site safety and security arrangements include the following:

Materials Storage, including special arrangements for securing valuable Equipment outside of working hours? Yes

Full site perimeter fencing & boarding with control of access to site of visitors? Yes

Larger items of plant and machinery coded or fitted with tracker devices? Yes

Is Plant registered with a scheme e.g. Cesar, or the Equipment Register Yes

Do you provide employees with Personal Protective Equipment for which they have to sign and do you ensure these are worn? Yes

Do you comply with all HSE guidelines in respect of working at height

Excavations and Confined Spaces? Yes

Declaration

You do not carry out any demolition or roofing or re-roofing work other than as part of a building contract, Piling, shoring or underpinning, work in or under water

You do not work on aircraft, hovercraft, aerospace systems, watercraft, railways, underground or underwater

You do not work on power stations, nuclear installation or establishments, oil, gas or chemical refineries bulk storage or premises in oil, gas or chemical industries, offshore structures, railway or railway installations, collieries or mines

You do not work with silica, asbestos or substances containing asbestos nor do you work with acids, gases, explosives, radioactive or similar dangerous liquids or chemicals

No proprietor, proposer, director or partner of the business or practice has had a proposal refused or declined, had an insurance cancelled, or has had special terms imposed on an insurance

No proposer, director or partner of the business or practice has ever been declared bankrupt/insolvent, or the subject of bankruptcy proceedings, or been the subject of a County Court Judgement (or the Scottish equivalent)

You or any Director, partner or Principal has never been convicted for any criminal offence involving dishonesty, arson, theft or wilful damage or for a breach of any statute relating to health and safety at work or has any prosecution pending or outstanding

You or any Director, partner or Principal has never been subject to a recovery action by HM Revenue & Customs or its predecessors

You check annually that all independent bona-fide sub contractors have their own Public liability insurance with the same limits as you and that all work method statements are checked and logged

Where, in the course of your work, you undertake hotwork or use heat producing equipment, all persons that use the equipment and operate under a permit system

Claims

Have you had any Public or Employers Liability or tools claims in the last three years? No

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Data Protection Notice Claims and Underwriting Exchange register

This notice explains how Constructaquote may use the information you have provided for this quote.

We are registered under the Data Protection Act 1998 and we undertake to keep your personal information secure and to comply with the Act in all our dealings with your personal data. Please be aware that we exchange information with other insurers to help speed up the processing of your data and to allow checks to be made on that information. You have a legal right of access to all of your own personal data held by us. You must apply in writing to the Operations Director at Constructaquote, for such information to be copied or printed out. A charge of £10.00 is made for this service.

To set up and administer your policy we will hold and use the information provided by you, including sensitive personal information (such as criminal convictions and health information). We may send it in confidence for processing to other companies in Constructaquote or companies acting on our instructions) including those located outside the European Economic Area. We may also share your name and address with other carefully selected companies and may also contact you with details of our other products and services in writing, by telephone, by fax or electronically. If you do not wish to receive such details or if you have a preference as to how we contact you, please write to us at the following address:

Constructaquote
Barclay House 2 - 3 Sir Alfred Owen Way
Caerphilly
Mid Glamorgan
CF83 3HU

Insurers share your information and any subsequent claim information with other insurers via the Claims and Underwriting Exchange Register run by Insurance Database Services Limited (IDS Ltd) to check the information provided and to prevent fraudulent claims. By purchasing this policy you consent to such use of your personal data. You should show this notice to anyone who has an interest in this insurance policy.

Declaration

Please read this declaration carefully. You should also show this declaration to anyone else who is covered by this insurance.

I/We have read the statement of fact (including the declaration) and any quote documents supplied. I/We agree that the policy, the policy schedule and statement of fact will be the basis of the contract between me/us and AXA Insurance UK plc.

I/We understand that all relevant information, which is information that may influence AXA Insurance UK plc in the acceptance of this insurance and the terms provided, has been disclosed and recorded.

I/We declare that all particulars given on this statement of fact, whether made by me/us or on my/our behalf are true and complete.

I/We understand that if full and true answers have not been given or if all relevant information has not been disclosed that this insurance may not protect me/us in the event of a claim.

I/We will tell AXA Insurance UK plc of any change to the details given before the start date of the contract.

I/We understand that AXA will pass the information on this document about any incident I/we may give details of to IDS Ltd so that they can make it available to other insurers. I/We also understand that, in response to any searches AXA may make in connection with this statement of fact or any incident I/we have given details of, IDS Ltd may pass AXA information it has received from other insurers about other incidents involving anyone insured under this policy.

Changes to this document

Please tell your insurance adviser immediately if any details in this document have changed. We may need to change the terms and conditions for your quote or premium.



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Certificate of Employers' Liability

Insurance (a)

Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy.

Policy number

AXACC1000317

1. Name of policyholder

Harveys Builders Limited

2. Date of commencement of insurance
policy

04/08/2018

3. Date of expiry of insurance policy

03/08/2019

We hereby certify that subject to paragraph 2:-

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain (b) Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney; and

2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c).

Signed on behalf of AXA Insurance UK plc

(Authorised Insurer)

CEO - AXA Commercial Lines and
Personal Intermediary

Notes

(a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.

(b) Specify applicable law as provided for in Regulation 4(6) of the Regulations.

(c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

The Insurance Act 2015

The Insurance Act 2015 introduced a number of reforms effective from 12th August 2016. AXA Insurance UK plc has already started to implement this in terms of claims handling and this notice contains the following endorsement which is incorporated into and forms part of the policy.

Additional Endorsements

INSURANCE ACT CHANGES TO POLICY CONDITIONS

With effect from your renewal date the insurance provided by this policy is subject to the following clauses which will override and replace any conditions in the policy to the contrary.

Reference in this endorsement to we/our/us means AXA Insurance UK plc.

Reference to you/yours means The Insured named in the schedule of the policy.

Application of Warranties

1. Any reference in the policy to the proposal form/statement of fact/ information provided, as being the basis of the contract is removed.
2. Any term which uses the word "warranty" or "warranted" wherever it may appear in your policy shall be construed as a suspensory condition. This means that we will have no liability under the policy to indemnify you after the term has been breached until the breach is remedied by you.

Conditions Precedent

We will not rely on breach of a condition precedent to decline a claim if that condition was designed to reduce a loss of a particular kind at a particular location and/or at a particular time and you are able to prove that non-compliance with the condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Fraudulent claims

If any fraud is committed by you in relation to a claim under the policy then we will not pay that claim. We also elect to treat the policy as terminated from the date of the fraudulent act, in which case premiums are non-refundable.

Fair presentation of risk condition

You have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the period of insurance and prior to each renewal. If **you** do not comply with this condition then

1 If the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premiums, or

2 If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and return **your** premium or

3 If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can:

a reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium

which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or

b treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.

4 Where **we** elect to apply one of the above then

a if **we** elect to make **your policy** void, this will be from the start of the policy, or the date of variation or from the date of renewal.

b **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **policy**, or the date of variation or from the date of renewal

c **we** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation or from the date of renewal

depending on when the failure to make a fair presentation occurs.

Sanctions laws

The Sanctions condition is also applied your policy by the following endorsement which is incorporated into and forms part of the policy. This has been introduced to all policies and relates to legal sanction, prohibition or restriction under United Nations resolutions.

Endorsement

Sanctions condition

With effect from your renewal date the insurance provided by this policy is subject to the following clause.

Reference in this endorsement to **we/our/you/us** means AXA Insurance UK plc.

Reference to **you/yours** means The Insured named in the schedule of the policy.

With effect from your renewal date this contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of your policy that we will not provide cover, or pay any claim or provide any benefit under your policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, or our parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.