

Schedule for Your Self Employed Construction Policy

Produced on 23/05/2023

Your Renewal Schedule

The premium to renew this policy should be paid by the Effective date or within 15 days thereafter. The Schedule forms part of Your policy and replaces the previous Schedule(s).

Please keep The Schedule safe with Your policy.

Policyholder Details

The Policyholder	Mr Nevin Smith trading as North Manchester Builders
Contact address	XXXXXXXXXX XXXXXXXXXX Bolton United Kingdom XXXXXXXXXX
Your Business	Builder - PDH Alteration and Repair

Policy Details

Policy number	97SEP3312900
Effective date	04/07/2023
Expiry date	03/07/2024
Annual premium (excluding Insurance Premium Tax)	£ XXXXXX
Insurance Premium Tax	£ XXXXXX
Total Annual premium due	£ XXXXXX

Insurance Adviser Details

Your Insurance Adviser	BPS/TBO Services Limited t/a The Insurance Octopus No. 1 Dovecote Old Hall Road Sale M33 2GS
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Important (Material Circumstances)

If the information in The Schedule is incorrect or incomplete, or if the insurance does not meet Your requirements, please tell Us as soon as possible.

You are reminded of the need to tell Us immediately of any circumstances or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant circumstances may invalidate Your policy, or may result in the policy not operating fully.

Contact Details for Claims and Help

Do You or Your employees use a Smartphone or Tablet Device?

Why not scan the QR Code and store Our contact details directly to Your device?



Services

As an Aviva customer, You can access additional services to help You keep Your business running smoothly. For Our joint protection telephone calls may be recorded and/or monitored.

Claims Service: 0800 015 1498

A 24 hour, 365 days a year claims line providing You with emergency assistance whenever it is required. When We know about Your problem, We will start to put the solutions in place.

Legal and Tax Helpline 0845 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. This service, given in confidence, is included as part of your insurance policy.

Risk Solutions Helpline 0345 366 6666

Call for advice on safety, fire, security and other issues that can affect Your business. Most enquiries can be dealt with over the telephone, but if We can't give you an immediate answer, We will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times.

Counselling Service Helpline – 0117 934 0105

This is a confidential service available to Your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

Website – <https://avivabusinesslaw.farill.io/>

This service (provided by DAS Businesslaw and empowered by Farillio) is built specifically to help businesses manage a wide range of business and legal issues. You'll get access to:

- unlimited legal advice via the legal advice helpline
- a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help you with the day-to-day running of your business, as well as helping you to manage your exposure to legal risk
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- topics range from branding, crowdfunding, financial and tax planning, to marketing strategy to help build and grow your business
- email alerts on changes in law, legislation and regulation

To register:

1. Visit <https://avivabusinesslaw.farill.io/>
 2. Enter the voucher code DASBAVI100 into the 'First time using Aviva Businesslaw?' box and click "Validate Voucher"
 3. Fill out your name, email address, and create a password
 4. Validate your email address by pressing the link in the confirmation email that you receive.
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Customer Obligations - Actions You Must Take

The following Customer Obligations are actions You must take before We are liable to pay a claim. Failure to take the required action can invalidate Your cover. Please read these carefully and take the required action to ensure Your cover remains in force.

Applicable to all Sections

Reasonable Precaution and Maintenance of Property

You must take reasonable precautions to prevent

- (1) Damage to Your Property Insured by maintaining Your Premises and equipment (including data and programs), in a satisfactory state of repair and in full working order, ensuring that plant and machinery comply with any Statutory Regulations
- (2) accident or injury to any person or Damage to their property by complying with all legal requirements and safety regulations.

Claims Procedure

You must tell us immediately or at least within 7 days of becoming aware of any incident which may result in a claim.

You must report to the police, as soon as reasonably possible, any damage arising from Theft, Arson, Malicious Damage, and within 7 days for Riot or Civil Commotion.

You must provide us with all information of the loss, liability, destruction, damage, accident or injury, including the amount of the claim, and any communication from 3rd parties.

You must not admit or deny fault or accept responsibility or make any payments, admit, deny, negotiate or settle any claim without our prior written consent.

You can with Our consent arrange for urgent repairs to be done immediately which are reasonable and necessary to secure the Property Insured.

You must allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute, at Our own expense and for Our own benefit, any claim for cover or compensation against any other person. You must give us all information assistance We require.

Applicable to the Public and Products Liability Section

Customer Obligation - Underground Services

You must ensure that You maintain in force a system of work for controlling the risks of Damage to underground pipes, cables or other services, which are associated with digging, excavating, boring or similar work.

BEFORE STARTING WORK

You must ensure that You

1. have taken (or caused to be taken) all reasonable steps, including contacting the appropriate authorities, to find out whether any pipes, cables or other services which could be at risk, are under the site
 2. keep a record of all steps taken
 3. inform whoever is carrying out the digging, excavating or boring, of the location of any pipes, cables or other services.
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Customer Obligation - Bona Fide Sub-Contractors Insurances

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

1. have a Cover Limit of at least £1,000,000
2. cover the work to be undertaken
3. are effective for the duration of the contract
4. provide cover to You as principal

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

Endorsements

The following list of Endorsements detail any alterations We have made to the standard cover provided by Our Self Employed Construction policy and which apply specifically to Your Policy.

These changes can include, but are not limited to, changes in Excess, the removal or alteration of a specific cover, **and/or any further Customer Obligations which must be complied with to ensure Your cover remains in force.** Please read these carefully to ensure You understand Your cover and take the appropriate action where required. **Failure to take required action on a Customer Obligation can invalidate Your cover.**

Builders - Erection Alteration Maintenance & Repair

Applicable to the Public and Products Liability Section, and the Employers Liability Section (when Insured under this policy)

We will cover The Insured in respect of contracts, undertaken by You or on Your behalf, for the erection, alteration, maintenance or repair of buildings or structures including any

1. partial or total demolition
2. road and footpath construction
3. laying pipes, drains and sewers forming part of the contract.
4. partial or total demolition of structures not exceeding 4 metres in height.

We will not provide cover for

1. **piling work, water diversion or the use of explosives**
 2. **the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.**
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Height Limit

Applicable to the Public and Products Liability Section, and the Employers Liability Section (when Insured under this policy)

We will not provide cover in respect of work undertaken at height where the drop exceeds 10 metres.

Groundwork

Applicable to the Public and Products Liability Section, and the Employers Liability Section (when Insured under this policy)

We will not provide cover in respect of

1. piling work, water diversion or the use of explosives
 2. the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs
 3. digging below a depth of 1 metre
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Excess - Third Party Property Damage

Applicable to the Public and Products Liability Section

In respect of Damage to Property caused by

1. You
or
2. work carried out by You or on Your behalf

away from premises which You own, hire or rent, an Excess of £250 in respect of Compensation Costs and Expenses applies to each and every event unless the Damage is subject to a more specific Excess.

Excess - Underground Services

Applicable to the Public and Products Liability Section

In respect of Damage to underground pipes, cables or other services the following Excesses apply in respect of Compensation Costs and Expenses to each and every event

- a. optical fibre cables - the higher of 10% or £250 subject to a maximum of £2500
 - b. other underground cables, pipes or services - £250
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Work Outside the UK

Applicable to the Public and Products Liability Section, and the Employers Liability Section (when Insured under this policy)

We will not provide cover for work undertaken outside of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, other than within the Republic of Ireland provided work carried out within the Republic of Ireland does not exceed 20% of Your annual turnover.

Customer Obligation - Use of Heat

If in relation to any claim You or any other person(s) for whom You are responsible have failed to fulfil any of the following conditions, We will not pay that claim

You must ensure that the following precautions are taken each time any

1. naked flame
2. electric, oxy-acetylene or similar welding, cutting or grinding (including by use of abrasive disks or wheels) or other spark emitting equipment
3. blow lamp, blow torch, thermal lance, hot air gun or hot air stripper, asphalt, bitumen, tar or pitch heater or
4. heat producing cutting equipment or any similar application that can produce spark, frictional heat, or flame. is used away from premises which You own, hire or rent.

(1) BEFORE STARTING WORK

A designated competent person must be appointed for fire safety to ensure the following precautions are taken

- a. equipment must be in good condition and used in accordance with the manufacturer's instructions. Wherever equipment is found to be defective or unsafe, it must be repaired prior to use or immediately taken out of service.
- b. a thorough examination must be carried out to identify material that might be liable to catch fire before work commences. If there is a risk of ignition, whether directly or by conduction, then combustible materials or flammable liquids including those
 - (i) under floors or decks above ceilings (including false or suspended ceilings)
 - (ii) behind walls, screens, bulkheads or partitionsmust be removed. If removal is impracticable, then combustible materials, gaps or holes or flammable liquids within
 - o the immediate vicinity when using any blow lamp, blow torch, hot air gun or hot air stripper and/or
 - o 10 metres when using any electric, oxy-acetylene or similar welding, cutting or grinding equipment (including by use of abrasive disks or wheels) or any asphalt, bitumen, tar or pitch heater
 - o 25 metres when using any thermal lancemust be covered and protected by overlapping sheets or screens of non-combustible material. Such examination must be repeated regularly while work is in progress, immediate steps taken to extinguish any smouldering or flames detected and a record kept of such inspections.
- c. hot work must not be undertaken in an atmosphere containing flammable vapours or dusts or on or near equipment or tanks containing flammable or combustible liquids or materials. Where a hazardous atmosphere is suspected, air samples must be taken, and work only commenced when the atmosphere has been certified to be non-hazardous
- d. any pipes, equipment or tanks containing flammable or combustible liquids must be appropriately purged and tests completed to confirm no flammable liquid, vapour, combustible deposits or residues are present.
- e. If there is a risk that the hazardous atmosphere may recur, the job must not commence until further precautions are implemented and additional testing completed

(2) WHILE WORK IS IN PROGRESS

- a. a minimum of two portable fire extinguishers in full working order with a minimum rating of 13A must be
 - i. provided in the area in which work is undertaken involving the application of any heat, for the duration of the hot work process and any subsequent fire watch period, and
 - ii. used immediately upon smoke, smouldering or flames being detected. If the hot work involves arc welding, then two additional CO² extinguishers must be so provided and used.
- b. where practicable, one designated competent person, other than the person using hot work equipment, must be appointed to act as a specific fire watch to look out for any outbreak of fire. Such person must be trained in the use of the fire extinguisher equipment as described in (2) (a) above and have immediate access to such equipment
- c. heat equipment must not be lit until immediately before use, or left unattended while lit, switched on or hot and must be extinguished immediately after use.
- d. cylinders must not be charged while the equipment is hot and when not in use must be kept at least 15 metres from the burner.
- e. paraffin or petrol-powered equipment must be filled/refilled in the open, and must not be filled/refilled while hot.
- f. asphalt, bitumen, tar or pitch must only be heated in the open and in a container designed for that purpose, and which is placed on a non-combustible surface at ground level.

(3) AFTER FINISHING WORK

- a. hot waste materials and welding rods must be removed and safely disposed of.
- b. upon completion of each instance of the hot work and for a period of not less than one (1) hour thereafter a continuous examination for any signs of smouldering or combustion must be made within, above and below the area in which the hot work has been undertaken. Such examinations must include any areas on the other side of any wall, gaps or holes, partition or ceiling within ten (10) metres of the area in which the hot work has been carried out. A record of such inspections must be kept.

We will not provide cover for the first amount of £1000 of Compensation, Costs and Expenses in respect of each and every event of Damage to Property arising from use of

1. naked flame
2. electric, oxy-acetylene or similar welding, cutting or grinding (including by use of abrasive disks or wheels) or other spark emitting equipment
3. blow lamp, blow torch, thermal lance, hot air gun or hot air stripper, asphalt, bitumen, tar or pitch heater or
4. heat producing cutting equipment or any similar application that can produce spark, frictional heat, or flame.

You will reimburse any such amount paid by Us.

Any Endorsement(s) are subject otherwise to the terms and exceptions of the Policy.

Policy Items

Your Policy Wording details all of the covers available under Our Self Employed Construction Product, with the information below explaining the values relating to each of these specific cover items. Only the items applicable to the Sections You have selected are listed below.

For details of which Sections are covered or not covered under Your Policy, please refer to the page(s) following this section

MONEY AND ASSAULT SECTION

Money

- | | | |
|---|-----------------|----------|
| • in transit or in a bank night safe until removed by a bank official | (any one claim) | £1,000 |
| • at Your Premises while You or any Employee are working there | (any one claim) | £1,000 |
| • contained in a locked safe on Your Premises outside Business Hours | (any one claim) | £1,000 |
| • in Your home or the home of any Employee, partner or director | | £500 |
| • Money Item 1.2 | (any one claim) | £250,000 |
| • Money Item 1.3 | (any one claim) | £500 |
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Assault

- Please refer to Property Damage Cover item - Assault within Your Policy Wording for detail of incidents covered and compensation payable.
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PUBLIC AND PRODUCTS LIABILITY SECTION

Payment for Court Attendance

- | | | |
|------------|-----------|------|
| • Director | (per day) | £500 |
| • Employee | (per day) | £250 |
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Data Protection	(total per period of insurance)	£1,000,000
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COMMERCIAL LEGAL PROTECTION SECTION

Please refer to Commercial Legal Protection within Your Policy Wording for detail of cover.

EMPLOYEES COVERED

Employee Type	Number of Employees
Partners, Principals, Proprietors and Directors:	1
Permanent Employees:	0
Temporary Employees:	0
MAXIMUM AT ANY ONE TIME	
Labour-only sub-contractors:	0
Bona Fide sub-contractors:	1
Total Number of Employees:	2

PROPERTY DAMAGE SECTION

Cover Not Selected

BUSINESS INTERRUPTION SECTION

Cover Not Selected

CONTRACT WORKS SECTION

Cover Not Selected

EMPLOYERS' LIABILITY SECTION

Cover Not Selected

PUBLIC AND PRODUCTS LIABILITY SECTION

Insured Item:	Cover Limit
Public and Products Liability	£2,000,000

COMMERCIAL LEGAL PROTECTION SECTION

Insured Item:	Cover Limit
Commercial Legal Protection	£ 500,000

PERSONAL ACCIDENT SECTION

Cover Not Selected

SECTION EXCESSES

<u>Section</u>	<u>Excess</u>
Public and Products Liability	
• Damage to Hired/Rented Premises	£250
• Third Party Property Damage	£250
• Damage to Fibre Optic Cables	Higher of 10% or £250. Maximum payable £2,500
• Damage to other underground cables, pipes or services	£250

Any other Excess/Excesses stated as applying in any Endorsements and/or Your Policy Wording.
