

# CONTRACTORS COMBINED



## New Business Schedule

**Insured Name:** M & M Medical Ltd  
**Postal Address:** B4 Heol-y-Twyn  
Talbot Green Business Park  
Talbot Green  
**Postcode:** CF72 9FG  
**Business:** Medical Gas Pipe Installation

**Your Agent is:** GILES INSURANCE BROKERS LTD  
**Agent ref:** Cheryl davies **Agency No:** 05978  
**Address:** UNIT 3 MAGDEN PARK  
GREEN MEADOWS  
LLANTRISANT, RHONDDA C TAFF  
**Postcode:** CF72 8AF  
**Telephone No:** 01443 224761  
**Fax No:**  
**Email Address:**

If after reading your schedule you have any questions, please contact your agent as noted above.

**Policy Number:** 005254518

**Date of Issue:** 28th May 2010

**Renewal Date:** 27th May 2011

**Expiry Date:** 26th May 2011

**Effective Date:** 27th May 2010

**First Premium:**

### Policy Endorsements and Warranties:

AA02P - Proposal Condition

It is a condition of this Policy that the Insured:

Forward to the Company a Proposal Form for this class of business with:

## Policy Endorsements and Warranties: (continued)

all questions answered.  
any relevant additional information requested by a specific question therein included.  
the signature of the Insured (or a director or partner of the Business)  
date of signature included where required.

It is understood that the Company will:  
require receipt of the Proposal Form within 30 days of the Company's confirmation of cover.  
confirm in writing if the Proposal is not acceptable.  
include in such correspondence any further action required by the Insured and the timescales for completion.  
reserve the right to amend or withdraw any terms, premium or coverage from that date if the Proposal Form has not been received by the Company.

Note: A faxed or e-mail attachment of the Proposal Form is NOT acceptable to the Company in satisfaction of the requirements of this condition.

### AA24P - Survey and Risk Management Questionnaire Requirements Condition

It is understood and agreed that:

1. within 60 days of Inception, Renewal, or in respect of a Mid Term Alteration, the date the Company confirm cover, the Company will contact the Insured (or the Insured's representative) to:
  - (a) complete a risk management questionnaire or the Company may also, at its option,
  - (b) mutually agree dates with the Insured to survey any of the Insured's Premises, if required by the Company.
2. where in 1 (a), the Company contact the Insured (or the Insured's representative) to complete a risk management questionnaire the Insured (or the Insured's representative) will complete the questionnaire during the telephone conversation or, if the questionnaire is sent to the Insured (or the Insured's representative), the Insured will return it to the Company's representative within 30 days of the date the questionnaire was sent.
3. where in 1 (a), the Company require completion of a risk management questionnaire, the Insured agrees that should this identify additional risks that were not evident when the Insurance was proposed to the Company, the Insured will be advised by the Company (or the Company's representative) in writing of any further action necessary.

## Policy Endorsements and Warranties: (continued)

4. where in 1 (b), the Company contact the Insured to arrange a survey the Insured (or the Insured's representative) will supply an appropriate contact name to facilitate the survey.
5. where in 1 (b), the Company require a survey the Insured will allow access to the Premises on the agreed date(s) and co-operate fully with the Company's surveyor during the visit.
6. in the circumstances of 1 (b), it is a condition precedent to the Company's liability for payment of a claim under this Policy that the Insured undertakes to implement any risk improvement requirements set out in a risk improvement report forwarded after survey to the Insured by the Company's representative or the Company, within the timescales specified therein.
7. The Company reserves the right, at its option, to amend terms, premium and conditions of the Policy or withdraw cover under the Policy if the Insured fails to comply with any of the above,

however,

where the Company has requested completion of a risk management questionnaire but not a subsequent survey the Company will only take such action in the following circumstances:

- (a) where the Company's representative has not received the completed risk management questionnaire within the timescale stated in 2 above (or any subsequent extension timescale agreed with them)

or

- (b) after the Company have agreed with the Insured that the risk improvements highlighted in the questionnaire are risk improvement requirements and the Insured have subsequently not completed these within the timescale agreed for completion between the Company and the Insured (or any subsequent extension timescale agreed with the Company).

If the Company exercise either of (a) or (b) above the Company will advise the Insured in writing within 14 days following the expiry of the timescale the Company had previously agreed with the Insured.

**Policy Endorsements and Warranties: (continued)**

CC05P - Ex work on towers, airports, docks, chemical works, oil tanks etc

This insurance does not indemnify the Insured in respect of any claim arising out of work in or on or in connection with:-

- (i) towers steeples chimney shafts blast furnaces dams canals viaducts bridges or tunnels;
- (ii) aircraft airports other than work in or on buildings, but not in any air traffic control area or aircraft hangar.
- (iii) ships docks piers wharfs breakwaters or sea walls;
- (iv) collieries mines chemical works gas works oil refineries or power stations;
- (v) offshore installations or bulk oil petrol gas or chemical storage tanks or chambers.

## SECTION 1 : EMPLOYERS LIABILITY

### Section Endorsements and Warranties

CC21S - Ex internal work above 8 metres (EL SECTION ONLY)

This section does not indemnify the Insured in respect of any claim arising out of internal work at heights exceeding 8 metres (25 feet) from the immediate floor below.

CC22S - Ex use of woodworking machinery (EL SECTION ONLY)

This insurance does not indemnify the Insured in respect of any claim arising out of the use of woodworking machinery driven by mechanical power other than portable tools.

CL73S - Work at Heights over 10m Exclusion

This insurance does not indemnify the Insured in respect of any claim arising out of work at heights in excess of 10 metres from ground level

Subject otherwise to the terms and conditions of the policy

Indemnity Limit in respect of any one claim or series of claims against the Insured arising out of any one occurrence

£ 10,000,000 inclusive of all Costs, Expenses and Solicitors Fees

## DESCRIPTION

## WAGEROLL

## SECTION 2 : PUBLIC LIABILITY

Indemnity Limit: £ 5,000,000

### Section Endorsements and Warranties

CC83S - Failure to Perform intended function exclusion

Under Extension L (Products Liability) the Company shall not be liable in respect of any claim arising out of failure or partial failure of any Products Supplied to fulfil the purpose

## SECTION 2 : PUBLIC LIABILITY

for which they are intended.

CC89S - Exclusion 14 - Advice, Design for fee exclusion

The following Exclusion is added to this Section:

14. Advice, Design for fee exclusion

Liability arising from advice, design, formula, specification, inspection, certification or testing, provided on behalf of the Insured for a fee or in circumstances where a fee would normally be charged, is excluded under this Section of the Policy.

CL73S - Work at Heights over 10m Exclusion

This insurance does not indemnify the Insured in respect of any claim arising out of work at heights in excess of 10 metres from ground level

Subject otherwise to the terms and conditions of the policy

**DESCRIPTION**

**WAGEROLL**

**DESCRIPTION**

**SUM INSURED**

**Excesses**

**Amount**

## SECTION 3 : CONTRACTORS ALL RISKS - SPECIFIC CONTRACT

Not Insured

## SECTION 4 : EMPLOYERS CONTRACTUAL INDEMNITY

Not Insured

**Certificate of Employers Liability Insurance**

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998, one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy). In addition, in accordance with regulation 4 of the aforesaid Regulations, the policy holder must keep this certificate, or a copy thereof, for period of 40 years from the commencement date of this certificate.

<b>Policy Number:</b>	BRS5254518
<b>Name of Policyholder including all Subsidiary companies if applicable except any specifically excluded below:</b>	M & M Medical Ltd
<b>Excluded subsidiary companies:</b>	None
<b>Date of Commencement of Insurance Policy:</b>	27th May 2010
<b>Date of Expiry of Insurance Policy:</b>	26th May 2011

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, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney ; and
2. the minimum amount of cover provided by this policy is no less than £5 million.

Signed on behalf of  
**The National Insurance and Guarantee Corporation Ltd.**  
(Authorised Insurers)



Chief Executive

**giles**  
insurance brokers