

15<sup>th</sup> April 2020  
To whom it may concern

Dear Sirs

### **CONFIRMATION OF INSURANCE - Charleswood Property Developments Ltd**

As requested by the above client, we are writing to confirm that we act as Insurance Brokers to the client and that we have arranged insurance(s) on its behalf as detailed below:

#### **Contractors Combined Package - Public and products liability**

<b>Insurer</b>	Bjp Insurance Brokers Ltd t/a Focus
<b>Policy no</b>	TBC
<b>Type of policy</b>	Public and products liability
<b>Limit of indemnity</b>	£ 5,000,000
<b>Policy period</b>	16 <sup>th</sup> April 2020 to 15 <sup>th</sup> April 2021

#### **Contractors Combined Package - Employers' liability**

<b>Insurer</b>	Bjp Insurance Brokers Ltd t/a Focus
<b>Policy no</b>	TBC
<b>Type of policy</b>	Employers' liability
<b>Limit of indemnity</b>	£ 10,000,000
<b>Policy period</b>	16 <sup>th</sup> April 2020 to 15 <sup>th</sup> April 2021

#### **Engineering and Construction - Contractors All Risk**

<b>Insurer</b>	Bjp Insurance Brokers Ltd t/a Focus
<b>Policy no</b>	FOCUS/HSB/648960
<b>Type of policy</b>	Contractors All Risk
<b>Maximum contract site value</b>	£ 300,000
<b>Policy period</b>	16 <sup>th</sup> April 2020 to 15 <sup>th</sup> April 2021

#### **Important information**

All policies are subject to terms and conditions as specified in the policy wording and other associated documents.

We have placed the insurance which is the subject of this letter after consultation with the client and based upon the client's instructions only. Terms of coverage, including limits and excess are based upon information provided to us by insurers.

This letter is issued as a matter of information only and confers no right upon a third party

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other than those provided by the policy. This letter does not amend, extend or alter the coverage afforded by the policies described herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this letter may be issued or pertain, the insurance afforded by the policy (policies) described herein is subject to all terms, conditions, limitations, exclusions and cancellation provisions and may also be subject to warranties. Limits shown may have been reduced by paid claims.

We express no view and assume no liability with respect to the solvency or future ability to pay of any of the insurance companies which have issued the insurance(s).

We assume no obligation to advise any third party of any developments regarding the insurance(s) subsequent to the date hereof. This letter is given on the condition that you forever waive any liability against us based upon the placement of the insurance(s) and/or the statements made in this letter (to the extent such waiver is legally permitted).

This letter may not be reproduced by you or used for any other purpose without our prior written consent.

This letter shall be governed by and shall be construed in accordance with English law.

Yours faithfully

Edward Harrison Dip CII  
Commercial Account Handler  
t 01423 700704  
e Edward.Harrison@marshcommercial.co.uk

<b>Policy Number</b>	FOC2020APR04	<b>Date of Issue</b>	16/04/2020
		<b>Quote Ref</b>	648677
<b>Insured</b>	Charleswood Property Developments Ltd		
<b>Address</b>	Blacksmith Cottage Myton On Swale York Yorkshire YO61 2QY		
<b>Business Description</b>	Property Development Contractors		
<b>Period of Insurance</b>	16/04/2020 to 15/04/2021		

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**SECTION A: EMPLOYERS LIABILITY** **INCLUDED**

Indemnity Limit £10,000,000 in respect of any one claim or series of claims

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**SECTION B: PUBLIC & PRODUCTS LIABILITY** **INCLUDED**

**Public Liability**

Indemnity Limit £5,000,000 any one occurrence or series of occurrences arising out of one original cause

**Product Liability**

Indemnity Limit £5,000,000 any one occurrence or series of occurrences arising out of one original cause in the aggregate during the Period of Insurance

**Pollution or Contamination**

Our liability for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed £5,000,000 in the aggregate.

Excess £500 each and every claim

Excess (Heat) £1,000 each and every claim

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**DIRECT PERSONAL EMPLOYEES TOOLS** **NOT INCLUDED**

**SUMMARY OF ENDORSEMENTS, CONDITIONS, EXTENSIONS, SUBJECTIVITIES**

**Standard**

5731 Contingent Liability for Architects  
 OST Limit in respect of Terrorism  
 Sanction Limitation and Exclusion Clause  
 Several Liability Notice  
 5738 Financial Loss Extension (Tort Only)  
 5739 'Part' Products Extension  
 OS3 Underground Services Excess/Condition  
 OSH Hazardous Works Endorsement

**Operative Covers**

Employment Disputes	Compliance & Regulation
Employment Compensation Awards	Statutory Licence Appeals
Employment Restrictive Covenants	Loss of Earnings
Tax Protection	Employees' Extra Protection
Property	Crisis Communication
Legal Defence	Contract & Debt Recovery
Business Legal Advice Helpline - 0344 571 5181	Crisis Communication Helpline - 0344 571 7964
Counselling Helpline - 0333 000 2082	Redundancy Approval Helpline - 0117 917 1698
ARAG on-line Legal Services: <a href="http://www.arag.co.uk/docs">www.arag.co.uk/docs</a>	Voucher Code: X1232K545CA3

**Limit of Indemnity:** £100,000 **per claim** (£25,000 in respect of Crisis Communication)

**Aggregate Limit:** £1,000,000 per annum (Employment Compensation Awards)

**Further Information:** Your policy has been issued on the basis of the information you provided at inception . Please ensure that any material facts are declared at subsequent renewals. Please check that the information shown is accurate and that the cover suits your needs.

**CONSTRUCTION SAFETY RISK AUDIT**

Resources and consultant costs that help you identify and manage your health and safety obligations can be expensive for your business.

To help you manage the impact of ever changing health and safety regulations within the construction sector , we have developed a unique online risk and safety audit for you and your business.

Our Construction Safety Audit Risk is an online management solution that provides a rapid assessment of your compliance with safety law and best practice across all key activities of your company.

Each key risk element is scored and you get an instant report benchmarking how well you are performing - you would also have instant access to advice on how to improve on areas where your score can be better.

With unlimited usage within the policy year, this enables you to focus on your resources on the areas that need action.

As a policy holder, this key policy benefit is now available to you.

Access to the system is provided via an internet link which your broker will request from us should you wish to take advantage of this facility.

Full support is available to help you initially set up your online risk audit management system and to help you

**SCHEDULE OF INSURERS**

Cover	Insurer	Policy Number
Employers Liability	Antares Syndicate 1274	
Public and Products Liability	Antares Syndicate 1274	
Contractors All Risks	Antares Syndicate 1274	
Legal Expenses incl Contract Disputes	Brit Syndicate 2987 at Lloyd's of London	648677

**Premium**

Premium	£3,240.94
IPT	£388.91
Total (Minimum & Deposit Premium)	£3,629.85

**Legal Expenses** insurance is issued by **ARAG plc** who is authorised under a binding agreement to administer this insurance on behalf of the Insurer, Brit Syndicate 2987 at Lloyd's. Registered in England & Wales. Registration No. 2585818. ARAG plc is authorised and regulated by the Financial Conduct Authority. Registration No: 452369

**ARAG plc** Registered Office: 9 Whiteladies Road, Clifton, Bristol, BS8 1NN. [www.arag.co.uk](http://www.arag.co.uk)



**Standard**

**5731 Contingent Liability for Architects**

The indemnity provided under Section B - Public & Products Liability hereunder shall extend to include Your liability (as defined herein) in connection with design work carried out by an architect for You for a contract which is to be carried out by You provided always that:

- 1) Our limit of liability for this extension shall not exceed £50,000 (inclusive of costs) in respect of any one occurrence or series of occurrences arising out of one event and in aggregate for any one period of insurance £100,000 (inclusive of costs)
- 2) You shall obtain documentary proof that the architect has in force professional indemnity insurance .

It is also agreed that for the purpose of this extension the Advice , Design, Specification for a Fee exclusion shall not apply to design or specification prepared by the architect.

**OST Limit in respect of Terrorism**

The limit of liability payable under Section A - Employers Liability in respect of any claim against or by You or series of claims against or by You arising directly or indirectly from terrorism shall be £ 5,000,000.

For the purposes of this Section "terrorism" means

1. any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- (i) involves violence against one or more persons; or
- (ii) involves damage to property; or
- (iii) endangers life other than that of the person committing the action; or
- (iv) creates a risk to health or safety of the public or a section of the public; or
- (v) is designed to interfere with or to disrupt an electronic system

2. any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in 1. above.

In any action or suit or other proceedings where the Insurers allege that by reason of this Exclusion cover is not provided under this Policy, the burden of proving that cover is provided under this Policy shall be upon You .

**Sanction Limitation and Exclusion Clause**

We will not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us or any member of Our group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country

**Several Liability Notice**

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer 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.

### **5738 Financial Loss Extension (Tort Only)**

Notwithstanding anything herein contained to the contrary this Policy extends to indemnify You in respect of :

(a) all sums which You shall become liable in Tort to pay as compensation (and claimants costs and expenses incurred in connection therewith) in respect of claims for financial loss first made in writing against You arising out of the Business and notified to Us during or within thirty days of expiry of the same Period of Insurance.

(b) Costs and expenses in connection therewith incurred with Our written consent.

For the purposes of the indemnity provided by this extension the term "financial loss" shall mean a pecuniary loss, cost or expense incurred by any person other than You or one of Your directors or Employees as a result of :

i) defect in Products

and/or

ii) work carried out negligently by You or on Your behalf

#### **PROVIDED ALWAYS THAT**

1 Our liability under this extension shall not exceed the sum of £50,000 PERIOD LIMIT in any one Period of Insurance

2 in respect of any claim for which indemnity is provided by this extension You shall pay £ 5,000

3 the indemnity granted by the Cross Liabilities Extension shall not apply to this extension

4 this extension is subject to the terms, conditions, limitations and exclusions of the Policy insofar as they can apply and also to the following exclusions.

The indemnity granted by this extension shall not apply to nor include:

(a) the cost of replacing, reinstating, rectifying, repairing, removing, recalling, improving or guaranteeing the performance of Products or any work carried out by You or on Your behalf

(b) any claim for diminution in value of Products or any work to which this extension applies

(c) liability arising from libel, slander, infringement of patent, copyright, trademark or trade name, breach of anti-trust laws

(d) liability arising from any act of fraud or dishonesty

(e) liability arising from non performance, non completion, delay, financial default or insolvency

(f) liability arising out of professional advice or professional negligence

(g) liability arising from Your deliberate act or omission where the financial loss You could reasonably have foreseen the financial loss having regard to the nature and circumstances of such act or omission

(h) liability arising out of any circumstances known to You at the inception of this extension

(i) liability which:

a) attaches by virtue of a contract or agreement or

b) arises out of or by reason of a contractual relationship

(j) liability arising from Products knowingly exported from Great Britain, Northern Ireland, the Channel Islands or The Isle of Man or work carried out by You or on Your behalf outwith Great Britain, Northern Ireland, the Channel Islands or The Isle of Man

(k) liability arising from Personal Injury or loss of or damage to material property or obstruction, trespass, nuisance or interference with pedestrian, road, rail, air or waterborne traffic.

### **5739 'Part' Products Extension**

Exclusion 1 - applicable to Section B sub-section B2 Products Liability is hereby deleted

The following exclusion to Section B is added as follows:

The indemnity granted by this Policy shall not apply to or include:

- a) the repair, replacing or rectifying of any Product:
  - i) which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of such Product or any part thereof but this will not apply to other parts of the Product which are free of the defective condition but are damaged as a consequence thereof
  - ii) which is lost or damaged to enable the repair, replacement or rectification of the defect excluded by a) i) above.

For the purpose of this section and not merely this exclusion the Product will not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the Product or part thereof

- b) recalling or guaranteeing the performance of any Product
- c) the repair, replacing or rectifying of any Product prior to the completion of the contract or during the maintenance, defects liability or defects rectification period specified in the contract.

### **OS3 Underground Services Excess/Condition**

Notwithstanding anything herein contained to the contrary and subject to the terms, limitations and conditions of this policy it is understood and agreed that

- a) You shall pay 10% in respect of each claim for damage to fibre optic cables located underground provided always that such amount payable by You in respect of each claim shall not be less than £ 500 and not more than £2,500.
- b) You shall pay the first £500 in respect of each claim for damage to underground installations (other than fibre optic cables)

PROVIDED ALWAYS THAT You shall indemnify Us in respect of any such amount for which We have made a payment.

Provided further that We shall not be liable in respect of such damage unless the You :

- i) have taken or caused to be taken all reasonable measures to identify the location of such installations before the work is commenced which may involve a risk of damage thereto
- ii) has retained a written record as may be required by Us of the measures which were taken to locate such installations before such work has commenced
- iii) has adopted or caused to be adopted a method of work which minimises the risk of damage to such installations

### **OSH Hazardous Works Endorsement**

This endorsement replaces the Hazardous Works Exclusion contained in the Policy wording .

This policy does not indemnify You in respect of any claim arising in connection with :

- (a) any work of demolition except demolition carried out by Your employees
  - (1) of buildings or part of a building when such work forms part of a contract for reconstruction, alteration or repair by You
  - (2) of other structures not exceeding 4 metres in height and not forming part of any building
- (b) the construction, alteration or repair of towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, mines, dams, coastal defence or flood prevention
- (c) pile driving, quarrying or the use of explosives
- (d) Tree felling (including lopping) at heights exceeding 4 metres
- (e) Work undertaken on airport runways, aprons, taxiways & all areas containing them.
- (f) Work undertaken on or adjacent to jetties, on or in any ship, vessel, water craft or air cushioned vehicle, at railways, nuclear sites, refineries, gas or chemical works, power stations, petrol tanks and offshore and under water and/or over and/or in water
- (g) Contracts solely for the construction of roads or the laying of main sewers
- (h) Manual work overseas, outside the European Union or offshore
- (i) Asbestos or silica removal