

# PER CAPITA EXTRA

## SCHEDULE



The Insured	King Brothers (Southern) Limited & King Brothers (Eastbourne) Limited
Policy Number	GBUL/59514/27/08/2019
Correspondence Address	Lunsford Cross Nursery Lunsford Cross Bexhill Road Ninfield East Sussex TN39 5JP
Business Description	Groundworkers & Civil Engineers

### Period of Insurance

Period of Insurance	27/08/2019 - 26/08/2020
Reason for Issue	Renewal
Policy Wording Reference	GBUL Per Cap Extra May 2018

  
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### UNDERWRITING

<b>Sub-Section 1a - Employers Liability</b>	<b>OPERATIVE</b>
Limit of Indemnity	£10,000,000
In respect of any claim(s) unless arising from a Terrorism or Asbestos event when the limit is	£5,000,000
Premium Basis	N/A

<b>Sub-Sections 1b &amp; 1c - Public and Products Liability</b>	<b>OPERATIVE</b>
Limit of Indemnity	£5,000,000
Excess	£1000

<b>Section 2 - Contractors All Risks</b>	<b>NOT OPERATIVE</b>
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<b>Section 3 - Legal Expenses</b>	<b>OPERATIVE</b>
Total Sum Insured	£100,000
Voucher Code: CCCFCF1FB3B8	
Contract and Debt Recovery not included	



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### UNDERWRITING

<b>Sub-Section 4a – Management Liability</b>	<b>OPERATIVE</b>
Limit of Indemnity – Any one Claim and in the aggregate:	£50,000.00
Retention	Nil
<b>Sub-Section Extensions</b> a) Emergency Costs and Expenses b) Bribery c) Court Compensation Costs and Expenses d) Mitigation of Loss e) Extradition Proceedings f) Assets and Liberty Costs g) Bail Bond and Civil Bond Expenses h) Damage to Reputation i) Retired Directors j) New Subsidiaries k) Spouses/Estates l) Avoidance Waiver m) Health and Safety/Manslaughter n) Mergers and Takeover Run-off o) Taxation Extension p) Civil Fines and Penalties (Sub limit of 25% of LOI shown for Subsection 4a) q) Deprivation of Assets Expenses r) Pre-Investigation Costs s) Reinstatement of Limit for Directors and Officers t) Cyber Privacy and Confidentiality	a) Not Operative b) Not Operative c) Not Operative d) Not Operative e) Not Operative f) Not Operative g) Not Operative h) Not Operative i) Operative j) Operative k) Operative l) Operative m) Not Operative n) Operative o) Not Operative p) Operative  q) Not Operative r) Not Operative s) Not Operative t) Not Operative
<b>Sub-Section 4b – Corporate Legal Liabilities</b>	<b>NOT OPERATIVE</b>
<b>Sub-Section 4c – Corporate Employment Practice</b>	<b>NOT OPERATIVE</b>
<b>Sub-Section 4d – Employee Dishonesty</b>	<b>NOT OPERATIVE</b>
Pending and Prior Litigation Date	27/08/2020
Discovery Period (a):	12 months
Premium	£121.15
Discovery Period (b):	12 months
Premium	£242.30



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### UNDERWRITING

Section 5 – CYBER	OPERATIVE
Limit of Indemnity	£25,000
Excess	£500
Excess – Loss of Business income	12 Hr Time Excess
'Indemnity period (loss of business income and extra expense)	12 months'





**ENDORSEMENTS (All)**

Underground Services Conditions (ccb)
Heat Work Away Exclusion (ccb)
Height Limit 5m
Hazardous Works Exclusion (General)
Bona Fide Subcontractors Condition (ccb)
Shoring Condition
Depth Limit (5m) (ccb)
Underpinning/Basement Works Exclusion

**ENDORSEMENTS (By Section)**

**Section 1 - Employers/Public & Products Liability Endorsements**

**Underground Services Conditions**  
 (Applicable to Sections 1B & 1C of the Policy)

In respect of loss of or damage to cables pipes or other services located underground it is a condition precedent to liability that the Insured prior to undertaking digging boring or excavation has:

1. taken or caused to be taken all reasonable measures to identify the location of such cables, pipes or other services before any work is commenced which may involve a risk of damage thereto.

"Reasonable measures" include contacting the appropriate authorities where it is possible that any cables, pipes or other services are under the site

2. retained a written record on the measures which were taken to locate such cables, pipes or other services
3. conveyed the location of such cables, pipes or other services to those who are carrying out such work on behalf of the insured

The indemnity shall in any case be restricted to the actual cost of repair or replacement of such cables, pipes or other services as assessed by an independent surveyor and shall not extend to cover any additional costs for loss of use consequential loss or damage or penalties and / or fines which are imposed on the Insured by the relevant authorities as a result of loss of use consequential loss or damage.

This endorsement shall apply to any party carrying out such work on behalf of the Insured





The excess applicable for claims arising out of insureds work on underground services is increased to £2,500 each and every claim.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

**Heat Work Away Exclusion**  
(Applicable to Section 1B of the Policy)

This Policy does not indemnify the Insured in respect of liability arising out of or in way connected with any work involving the use or application of heat away from the premises of the Insured.

However this exclusion shall not apply to the use of electric soldering irons and electric hot air guns provided that such equipment complies with British Standard BS3456 if applicable and is thermostatically controlled.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

**Height Limit 5m**  
(Applicable to Sections 1A 1B & 1C of the Policy)

This Policy does not apply to liability in respect of any claim arising in connection with work undertaken by the Insured or any person employed at a height above ground level (or floor level in the case of work inside any building or structure) which exceeds a height of 5 metres

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

**Hazardous Works Exclusion (General)**  
(Applicable to Sections 1A 1B & 1C of this Policy)

This Policy does not indemnify the Insured in respect of liability caused by any work carried out by or on behalf of the Insured arising from any work in or in connection with:

- a) Towers, steeples, chimneys, blast furnaces, dams, canals, viaducts, bridges, reservoirs or tunnels
- b) Aircraft, airports, airport hangers, runways, ships, vessels, air cushioned vehicles, watercraft, docks, piers, jetties, wharves, breakwaters or sea walls
- c) Collieries, mines, quarries, chemical works, gas works, oil refineries, power stations, substations, nuclear installations or establishments
- d) Work underground or underwater, offshore installations, bulk oil petrol gas or chemical storage tanks or chambers
- e) The handling, storage or transportation of Asbestos, Asbestos Dust or Asbestos Containing Materials or any other toxic or radioactive waste
- f) The sale, supply hire or erection or modification of spectator stands
- g) the erection of scaffolding at demolition sites, the demolition or partial demolition of a building or structure exceeding four metres in height, demolition not solely undertaken with hand tools, or any demolition which does not form part of a contract for the erection alteration maintenance or repair of buildings or structures by or on behalf of the insured



All other terms, conditions, exclusions and limitation in this Policy remain unaltered.

**Bona Fide Subcontractors Condition**  
(Applicable to Sections 1A 1B & 1C of the Policy)

It is a condition of this Policy that all bona fide subcontractors engaged by the Insured have in full force and effect throughout the duration of their contract with the Insured insurances as follows

1 Employers Liability insurance in respect of their liability at law for Injury to any person in the employment of the subcontractor including any labour master or labour only subcontractor or person supplied or employed by them

2 Public/Products Liability insurance in respect of their liability at law for Injury or Damage with a Limit of Indemnity of not less than the limit of indemnity any one occurrence or series of occurrences arising out of one original cause provided under this policy

It is further a condition that

- i. such insurances contain an Indemnity to Principals Clause
- ii. the Insured shall have obtained and retained a copy of written evidence of such insurances

For the purposes of this Endorsement the term bona fide subcontractors means any subcontractor engaged by the Insured supplying labour and/or materials for the purpose of the contract

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

**Shoring Condition**  
(Applicable to Sections 1B & 1C of the Policy)

It is a condition precedent to liability that all shaft headings, tunnels and all other excavations are shored to comply with current Health and Safety Executive regulations

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

**Depth Limit (5m)**  
(Applicable to Sections 1A 1B & 1C of the Policy)

It is understood and agreed that the Depth Limit under this policy is 5 metres

All other terms, conditions, exclusions, and limitations in this Policy remain unaltered

**Underpinning/Basement Works Exclusion**  
(Applicable to Sections 1A 1B & 1C of the Policy)

This Policy does not indemnify the Insured in respect of liability arising out of or in any way connected with:

- i) basement excavation or extension works
- ii) underpinning works to any property or structure

All other terms conditions exclusions and limitations in this Policy remain unaltered





Insurers

Section	Insurer	UMR
1 – Liability Insurance	<p>A consortium of insurers consisting of</p> <p>Argo Direct Limited on behalf of ArgoGlobal SE.</p> <p>Argo Direct Limited is registered in England and Wales: No. 4019569. Registered address: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA.</p> <p>Covéa Insurance plc.</p> <p>Covéa Insurance plc is registered in England and Wales: No.613259. Registered office: Norman Place, Reading, RG1 8DA</p>	PEND008A119B
2 – Contract Works Insurance	Not Operative	
3 – Legal Expenses	ARAG plc	
4 – Directors and Officers	Arch Insurance (UK) Limited	039810/06/2019/0000
5 – Cyber	HSB EIS	
<p>This policy is provided and underwritten by GB Underwriting Ltd on behalf of the above insurers. GB Underwriting Ltd are authorised and regulated by the Financial Conduct Authority (FRN304281).</p>		

Several Liability Notice

The subscribing Insurers' obligations under policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.







### Complaints Procedure & Data Protection Notice applicable to Sections: 1 Liability

#### Complaints Procedure

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. In some cases the broker who arranged the insurance will be able to resolve any concerns and You should contact them directly. Alternatively if You need to complain please contact the Pen Underwriting Limited Complaints Officer quoting Your policy or claim number.

Pen Underwriting Limited Complaints Officer Telephone: 0141 285 3539

Address: 3 Atlantic Quay, 20 York Street, Glasgow, G2 8JH

Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

Your complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt Pen Underwriting will write to You and let You know what further action will be taken. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter if You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service.

The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

Telephone: 0800 0234567 (for landline users)

Telephone: 0300 1239123 (for mobile users)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

#### Data Protection Notice

Pen Underwriting Limited are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our Privacy Policy - <https://www.penunderwriting.co.uk/Privacy-and-Cookies>. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

Pen Underwriting Ltd act as underwriting agent for a consortium of Insurers noted under the 'Insurers' section contained within this schedule.





### Complaints Procedure applicable to Arch Insurance Company (Europe) Limited

It is our intention to provide an excellent service to all of our policyholders. However, we recognise that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive, please contact:

The Complaints Manager  
Arch Insurance Company (Europe) Limited  
6th Floor  
Plantation Place South  
60 Great Tower Street  
London EC3R 5AZ  
Telephone: +44 (0)20 7621 4500 Email: [complaints@archinsurance.co.uk](mailto:complaints@archinsurance.co.uk)

Please state the nature of your complaint, and, if applicable, the policy and/or claim number, the name of any claim handling organisation with which you have been dealing and its reference number.

We will aim to issue an acknowledgement of the complaint within 24 hours, outlining the action which we will take and the anticipated timeframe.

We will investigate the complaint and communicate our final response within 8 weeks.

If you remain dissatisfied after our response, and you are an 'eligible complainant' as defined by the rules of the Financial Services Authority, you may seek assistance from:

The Financial Ombudsman Service  
South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR  
Tel: 0800 023 4567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The existence of this complaints procedure does not affect any right of legal action you may have against Arch Insurance Company (Europe) Limited.

### Section 3 Legal Expenses

Please see Page 26 of your policy wording for details of the ARAG Complaints procedure.



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### Complaints Procedure applicable to HSB EIS

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem. If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact your broker who is your agent in this regard

We shall aim to acknowledge your complaint within 5 business days and do our best to resolve it within four weeks. If the matter remains unresolved at the end of eight weeks, or you are unhappy with our response, you may, if you are a small business, have recourse to the Financial Ombudsman Service, or other dispute resolution service. Your right to take legal proceedings is not affected by this complaints procedure.

However if you would like to comment directly upon the service the Insurer is providing, please write to:

HSB Engineering Insurance Limited  
Chancery Place  
50 Brown Street  
Manchester  
M2 2JT

In the event that we are unable to resolve your complaint, it may be possible for you to refer it to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

