

**Amlin UK**

**Combined liability policy**

Amlin House, Parkway, Chelmsford Essex CM2 0UR

***Amlin***

**ADP Group Limited**

**Combined Liability  
Certificate No. B0740103161001**

**2016**

### SCHEDULE

This schedule together with your policy wording, any endorsements or certificates, the proposal form, broker presentation and any other information supplied shall form part the basis of the contract between us and as such shall be read together as one document.

**Agency number** 15001 **Broker** Miles Smith Broking Limited

<b>Policy number</b>	B0740103161001
<b>Effective date</b>	9th May 2016
<b>Date of issue</b>	10-Jun-2016
<b>Reason for issue</b>	New business

#### Period of insurance

#### Premium

<b>From</b>	9th May 2016	<b>Total Gross Premium</b>	GBP	15,875.00
<b>To</b>	8th May 2017 Both Days Inclusive Local Standard Time at the Insured's Risk Address	<b>Insurance Premium Tax</b>	GBP	1,508.13
		<b>Total</b>	GBP	17,383.13

<b>Policyholder</b>	ADP Group Limited		
<b>Address</b>	Firing Close Cottage Wickwar Wotton-under-Edge Glos GL12 8PE		
<b>Business</b>	Contracted drilling and safe excavation operations, intrusive ground investigation services; Topographical Surveying, Utility Survey, Mapping and Tracing,. Import, Assembly, Sale, Hire and Distribution of Plant Machinery.		
<b>Sections applying</b>			
	Section A. Employers' liability		Insured
	Section B. Public liability		Insured
	Section C. Products liability		Insured

<b>Section A.</b>	<b>Employers' liability</b>
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<b>Limit of indemnity</b>	GBP 10,000,000 any one occurrence but GBP 5,000,000 any one occurrence in respect of Terrorism / Asbestos including costs and expenses unlimited in any one period of insurance
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Estimated annual amounts	Description of activities (basis of rating – Wages and Salaries)
GBP 150,000 GBP 600,000	Clerical / Managerial / Non Manual Manual Own Premises

<b>Excess applying</b>	Nil
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<b>Section B.</b>	<b>Public liability</b>
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<b>Limit of indemnity</b>	GBP 5,000,000 any one occurrence / unlimited in any one period of insurance
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Estimated annual amounts	Description of activities (basis of rating – Turnover)
GBP 2,200,000 GBP 250,000 GBP 2,000	Turnover – Contracting Turnover – Sales Payments to Bona Fide Sub Contractors

<b>Excess applying</b>	GBP 1,000 each and every Third Party Property Damage claim
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<b>Section C.</b>	<b>Products liability</b>
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<b>Limit of indemnity</b>	GBP 5,000,000 any one occurrence / but in all in any one period of insurance
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Estimated annual amounts	Description of activities (basis of rating – Turnover)
	As per Section B

<b>Excess applying</b>	As per Section B
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<b>Endorsements</b>
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Please refer to the Policy/Certificate Wording for applicable Endorsements/Conditions/Exclusions.

Endorsements/Conditions/Exclusions not contained within the Policy/Certificate Wording –

- Amendment to Section B – Public Liability Exclusions 7 [as attached]
- Sub Contractors Condition [CCLIAB007 as attached]
- Rights of Recourse Condition [CCLIAB030 as attached]
- Professional Indemnity Exclusion [CCLIAB041 as attached]
- Personal Protective Equipment Condition [CCLIAB199 as attached]
- Burning and Welding Condition [CCLIAB015 as attached]

THIS IS TO CERTIFY that in accordance with the authority granted to us under Contract No. B074010316 the said Insurers are hereby bound to insure in accordance with the terms and conditions as attached hereto or as entered hereon.

Dated: 10-Jun-2016

Signed: 

## ENDORSEMENT

Attaching To And Forming Part Of Certificate No. B0740103161001

In The Name Of ADP Group Limited

### Subjectivities

1. 5 years confirmed Claims Experience within 30 days from inception otherwise Amlin reserve the rights to alter or rescind the terms.
2. Employers Reference Number within 7 days from inception.

**All Other Terms and Conditions Remain Unaltered.**

### Amendment to Section B – Public Liability Exclusions 7

Exclusion 7 of Section B – Public Liability is amended to read as follows and not as previously stated:

7. for damage to contract works (including materials for incorporation therein) prior to certified completion or handover by **you**"

**All Other Terms and Conditions Remain Unaltered.**

### Sub contractors condition CCLIAB007

It is a condition precedent to liability that all sub contractors engaged by **you** (other than those detailed in General definition 6 of this **policy**) hold Employers' Liability and Public Liability policies providing:

- a) Employers' Liability indemnity limit of not less than GBP 10,000,000 any one occurrence
- b) Public Liability indemnity limit of not less than GBP 5,000,000 any one occurrence
- c) An indemnity to **you** as principal.

**All Other Terms and Conditions Remain Unaltered.**

### Rights Of Recourse Condition CCLIAB030

It is warranted that **you** maintain full rights of recourse against any manufacturer of supplier with whom **you** have entered into a legal contract for the provision of **products** and/or components.

**All Other Terms and Conditions Remain Unaltered.**

## ENDORSEMENT

Attaching To And Forming Part Of Certificate No. B0740103161001

In The Name Of ADP Group Limited

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### Professional Indemnity Exclusion CCLIAB041

We will not be liable of any claim arising out of wrong or inadequate advice or breach of professional duty by you.

**All Other Terms and Conditions Remain Unaltered.**

### Personal Protective Equipment Condition CCLIAB199

It is a condition precedent to liability that **you** shall ensure that

1. all **employees** wear appropriate personal protective equipment when engaged in work where a need for such equipment has been identified.
2. all personal protective equipment is regularly maintained, kept in good condition and is available to **employees** whenever it is required.

**All Other Terms and Conditions Remain Unaltered.**

**ENDORSEMENT****Attaching To And Forming Part Of Certificate No. B0740103161001****In The Name Of ADP Group Limited****Burning and Welding Conditions CCLIAB015**

It is a condition precedent to liability that in respect of work away from **your** premises involving the use of application of heat including the use of blow torches, blow lamps, flame guns, electric oxy-acetylene or other welding or cutting equipment and angle grinders (in circumstances where sparks are emitted) the following will be complied with on each occasion:

**For work involving the use of blow lamps, blow torches, flame guns and hot air guns**

1. The area in which work is to be carried out to be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible material.
2. Suitable fire extinguishing appliances to be kept available for immediate use at the point of work.
3. The lighting of all blow lamps, blow torches and flame guns shall be carried out strictly in accordance with manufacturers instructions and extinguished immediately after use.
4. Lighted blow lamps, blow torches and flame guns shall not be left unattended.
5. Hot air guns to be switched off when unattended.
6. Upon completion of each period of work a continuous fire safety check to be made of the vicinity of the work for a period of not less than thirty minutes to ensure there is no risk of fire.

**For work involving electric oxy-acetylene or other welding or cutting equipment and angle grinders**

1. The area in which the work is to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition to be inspected to see whether any combustible property other than the property to be worked upon is in danger of ignition either directly or by conduction of heat.
2. All combustible property to be removed to a distance of not less than 10 metres from the point of work and property which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection.
3. **You** shall arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a firewatcher and to remain in attendance at all times until lighted flame equipment is extinguished and angle grinders switched off.
4. Suitable fire extinguishing appliances to be made available for immediate use at the point of work.
5. The lighting or operation of all angle grinders, electric oxy-acetylene or other welding and cutting of equipment shall be carried out strictly in accordance with manufacturers instructions and extinguished or switched off after use.
6. Lighted or active angle grinders, electric oxy-acetylene or other welding and cutting equipment shall not be left unattended.
7. Gas cylinders not in use to be kept outside the building in which the work is taking place where practicable but in any event at least 15 metres from the point of application of heat.
8. Upon completion of each period of work a thorough fire safety check to be made of all areas in which the work was carried out including adjoining shafts or openings and the area on the other side of any wall or partition.

It is further warranted by **you** that when using bitumen boilers, the boiler will be placed on a non-combustible surface and will not be left unattended whilst lit.

**All Other Terms and Conditions Remain Unaltered.**

**ENDORSEMENT****Attaching To And Forming Part Of Certificate No. B0740103161001****In The Name Of ADP Group Limited****(RE)INSURERS LIABILITY CLAUSE****(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)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 next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)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 (re)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.

**Proportion of liability**

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)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 next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)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). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

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.

LMA3333  
21 June 2007

ENDORSEMENTS/LMA3333/0807



**ADP Group Limited**

**Excess Public / Products Liability  
Certificate Number B074089161096**

**2016**

**SCHEDULE OF INSURANCE**

**Policy Number:** B074089161096

**Wording:** Miles Smith Excess Public / Products Liability Insurance

**Insured:** ADP Group Limited

**Insured's Address:** Firing Close Cottage  
Wickwar  
Wotton-under-Edge  
Glos  
GL12 8PE

**Business Description:** Contracted drilling and safe excavation operations, intrusive ground investigation services; Topographical Surveying, Utility Survey, Mapping and Tracing, Import, Assembly, Sale, Hire and Distribution of Plant Machinery.

**Period of Insurance:** From: 9th May 2016  
To: 8th May 2017  
Both days inclusive Local Standard Time at the Insured's Address

**Territorial Limits:** As defined in the Primary Policy Wording

**Limit of Indemnity:**  
**Public Liability**  
 GBP 5,000,000 As defined in the Wording  
**Products Liability**  
 GBP 5,000,000 As defined in the Wording

**Primary Limit:** GBP 5,000,000 As defined in the Wording

**Primary Policy Number:** B0740103161001

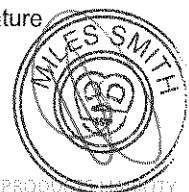
**Primary Insurer:** Amlin UK Limited

**Premium:**  
 GBP 2,000.00 Premium  
 GBP 190.00 plus 9.5% Insurance Premium Tax  
 GBP 2,190.00 Total Premium Due

Adjustable in accordance with General Conditions 5 Adjustment of Premium

**Conditions:** Please refer to the Policy/Certificate Wording for applicable Endorsements/Conditions/Exclusions.  
  
 Endorsements/Conditions/Exclusions not contained within the Policy/Certificate Wording – Licensed Asbestos Removal Exclusion [as attached]

THIS IS TO CERTIFY that in accordance with the authority granted to us under Contract No. B07408916, the said Insurers are hereby bound to insure in accordance with the terms and conditions as attached hereto or as entered hereon. IN WITNESS WHEREOF this Certificate has been signed in LONDON this 6-Jun-2016 by Signature



**ENDORSEMENT**

**Attaching To And Forming Part Of Certificate Number B074089161096**

**In The Name Of ADP Group Limited**

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**Licensed Asbestos Removal Exclusion**

This Insurance does not indemnify the Insured in respect of liability arising from any work required to be undertaken by a Licensed Asbestos Removal Contractor

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

## ENDORSEMENT

Attaching To And Forming Part Of Certificate Number B074089161096

In The Name Of ADP Group Limited

### (RE)INSURERS LIABILITY CLAUSE

#### (Re)insurer's liability several not joint

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The proportion of liability under this contract underwritten by a (re)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 next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)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 (re)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.

#### Proportion of liability

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