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## Schedule - Tradesman Insurance *Plus*

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<b>Insured</b>	Matthew Wilson Silvester Norton LLP
<b>The Insured's Business</b>	Gravedigging
<b>The Insured's Postal Address</b>	71-75 Shelton Street London WC2H 9JQ
<b>Policy Number</b>	GQ603249
<b>Effective Date</b>	31/07/2019
<b>Date of Issue</b>	30/07/2019
<b>Period of Insurance</b>	31/07/2019 to 30/07/2020
<b>Renewal Date</b>	30/07/2020

This schedule is part of the policy bearing the above policy number and document reference number(s) as identified below

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### Premiums

<b>Premium</b>	£772.79
<b>Insurance Premium Tax</b>	£92.74
<b>Total Annual Premium including IPT</b>	£865.53

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### Sections

<b>Section</b>	<b>Effective Date</b>	<b>Document Ref.</b>
<b>Public and Products Liability</b>	31/07/2019	C14/B
<b>Professional Indemnity</b>	31/07/2019	OC14/B
<b>Personal Tools</b>	31/07/2019	C14/B
<b>Personal Accident</b>	31/07/2019	C14/B
<b>Owned Plant</b>	31/07/2019	C10/A
<b>Hired-in Plant</b>	31/07/2019	C11/A
<b>General Terms and Conditions</b>		C14/B

**Underwritten by Zurich Insurance plc.**

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK Branch registered in England and Wales. Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

## Public and Products Liability

<b>Limits of Liability</b>	<b>Public Liability</b>	£5,000,000 any one incident
	<b>Products Liability</b>	£5,000,000 any one incident
	<b>Pollution &amp; Contamination</b>	£5,000,000 any one incident
<b>Excess</b>	You will pay the amount shown below of the cost of each and every occurrence of damage £250	
<b>Total number of Principals</b>	0	
<b>Total number of Partners</b>	2	
<b>Total number of Directors</b>	0	
<b>Total number of Employees</b>	0	
<b>Total number of Trainees</b>	0	
<b>Clerical Workers</b>	Included	

## Public Liability Endorsements

The Public Liability cover is subject to the endorsement/s shown below and overleaf:

### ZTHAZ Hazardous Works

This policy does not cover any claim or claims arising in connection with:

- Piling , quarrying or the use of explosives
- tunnelling, water diversion, Pile driving, dam construction or work within or behind dams
- any work of **demolition** except demolition carried out by *employees* in *your* direct service:
  - of private dwellings and/or shops consisting of not more than 2 floors (including the ground floor) and attic
  - of other structures not exceeding 4 metres in height as part of a road or sewer contract undertaken by *you*
- the construction, alteration or repair of towers, steeples, chimney shafts, viaducts, bridges or docks.
- The making of main sewers
- Any work outside the European Union

### ZTHeat Use of Heat

It is a condition precedent to our liability under this section of the policy that the following precautions are complied with on each occasion of the use of or application of heat taking place elsewhere than at your own premises:

- Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers
  - The area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material; other combustible material must be covered by sand or over-lapping sheets or screens of non combustible material.
  - At least one adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering of flames are detected
  - A fire safety check of the working area within a radius of 15 metres must be made after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.
  - Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be

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extinguished immediately after use.

- v. A person must be appointed by **you** to act as an observer to watch for signs of smoke or smouldering of flames

**Sub-paragraph v) does not apply to the application of heat by means of blow lamps, blow torches hot air guns or hot air strippers.**

- b. Use of asphalt, bitumen, tar, pitch or lead heaters

- i. The heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

## 190 Financial Loss Extension

This policy extends to cover 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 your business and notified to us during or within 30 days of the expiry of the same period of insurance
- b. costs and expenses in connection therewith incurred with our written consent.

For the purpose of the cover 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 director or employees as a result of:

- i. defect in products, and/or
- ii. work carried out negligently by or on behalf of *you*

Provided always that:

1. *our* liability under this extension shall not exceed £100,000 in any one period of insurance
2. in respect of any claim for which indemnity is provided by this extension, *you* shall pay 10% of such claim or £500 whichever is the greater
3. the indemnity provided by any Cross Liability extension to this section of the policy shall not apply to this extension
4. this extension is subject to the terms, conditions, limitations and exclusions of this policy insofar as they can apply, in addition to the following exclusions.
  - a. the cost of replacing, reinstating, rectifying, repairing, removing, recalling, improving or guaranteeing the performance of *products* or any work carried out by or on behalf of *you*
  - 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 a deliberate act or omission of you where the financial loss could reasonably have been foreseen by you having regard to the nature and circumstances of such act or omission
  - h. liability arising out of circumstances known to you at the commencement 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 or on behalf of you elsewhere than within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
  - k. liability arising from personal injury or loss or of damage to material property or obstruction, trespass, nuisance or interference with pedestrian, road, rail, air or waterbourne traffic.

## Gravedigging

### 0080b Excluding excavation of more than 2 metres

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This policy does not cover any claim or claims arising in connection with work where the depth of excavation exceeds 2 metres.

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## Professional Indemnity

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<b>Limit of indemnity</b>	£100,000 Aggregate including costs and expenses
<b>Excess</b>	You will pay the first amount shown below of the cost of each and every claim: £500
<b>Retroactive date</b>	Policy inception

### PI1 - Professional Indemnity exclusion where existing cover is in force

Where a separate professional indemnity policy has been arranged by **you** or on **your behalf** which provides protection against the same risk as is provided under the terms of the professional indemnity section of this policy, then the professional indemnity cover provided on this policy will be deleted

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## Personal Tools

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<b>Limits of Liability</b>	<b>Personal Tools</b> Up to the amount shown below for all claims arising: £1,000 any one occurrence for 2 Person/s during the period of insurance
<b>Excess</b>	You will pay the first amount shown below of the cost of each and every occurrence of damage to Personal Tools: £100, with a minimum Excess of £100 for losses from vehicles, and a minimum Excess of £250 for claims where payment is made for computers, tablets or similar devices

### CE1 Computer equipment extension (does not apply to mobile phones)

The Personal Tools section of the policy is extended to cover computers, tablets or similar devices used in connection with **your business**.

In respect of this extension;

- the amount payable will be the limit of liability shown in the schedule against personal tools this amount being included within such limit of liability and not in addition to the limit of liability
- where payment is made for computers, tablets or similar devices the excess under the Personal Tools section shall be the first £250 and not as stated in the schedule
- mobile phones, smart phones, smart watches or similar wearable devices are not insured.

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## Personal Accident

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<b>Table of benefits</b>	<b>If accidental bodily injury shall be the sole and direct cause of:</b>
	1. Death £5,000
	2. Loss of one or more limbs £2,500
	3. Total and irrecoverable loss of all; a. sight of one or both eyes, b. speech c. hearing in one or both ears (see Policy provisions) £2,500
	4. Total inability to attend to any occupation or profession which, 104 weeks after the injury, is proved to our £2,500

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satisfaction to be permanent  
 5. Total inability to attend to the person/s insured's usual occupation or business (see Policy provisions) £400 per week

**Lower age limit** 16 years  
**Upper age limit** 70 years

## The person/s insured

<b>Benefits 1-4</b>	Principals	0
	Partners	2
	Directors	0
	Employees	0
	Trainees	0
<b>Benefit 5</b>	Principals	0
	Partners	2
	Directors	0
	Employees	0
	Trainees	0

## Endorsements

### 1. Scope of cover - Bodily injury during usual occupation or business

This section does not apply to death, injury, loss or disablement sustained away from the person/s insured's usual occupation or business except whilst in transit thereto or there from.

The cover provided by this Policy shall only apply in respect of the number of persons specified in the schedule. You must tell us of any changes after the start of this insurance.

### Gravedigging

#### 0076a Power-driven woodworking machinery (Personal Accident)

For the purposes of 'what is not insured' under the Personal Accident section of this policy power-driven woodworking machinery shall mean fixed power-driven woodworking machinery used at your own premises.

For the avoidance of doubt portable powered woodworking machinery such as circular saws, jig saws, drills, routers, orbital sanders or belt sanders used away from your own premises on contract sites shall not be considered power-driven woodworking machinery under this section.

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## Employers' Liability

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Limit of liability	Not Operative
Total Number of Directors	0
Total Number of Employees	0
Total Number of Trainees	0
Temporary Employees	0
Clerical Workers	Included

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## Contract Works

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Limit of liability	Not operative
Excess	

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## Owned Plant

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Limit of liability	<b>Owned Plant</b> Up to £2,500 for all claims arising from any one contract or speculative development.
Excess	<i>You</i> will pay the first amount shown below of the cost of each and every occurrence of damage to contract works: £250

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## Hired-in Plant

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Limit of liability	<b>Hired-in Plant</b> Up to £25,000 for all claims arising from any one contract or speculative development.
Excess	<i>You</i> will pay the first amount shown below of the cost of each and every occurrence of damage to contract works: £250

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## Policy extensions:

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