## Tradesman Insurance



# Certificate of Employers' Liability Insurance (a)

(In accordance with regulation 5 of the Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008, a copy of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the Policy. This requirement will be satisfied if the certificate is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form).

Policy Number: NTC5780227

1 Name of Policyholder including all Proclene Ltd

Subsidiary companies if applicable except any specifically excluded below:

Excluded subsidiary companies: None

2 Date of Commencement of Insurance Policy: 20th June 2022

3 Date of Expiry of Insurance Policy: 19th June 2023

We hereby certify that subject to Regulation 3 (2):-

- 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 (b); and
- 2 (a) the minimum amount of cover provided by this policy is no less than £5 million. (c)

Signed on behalf of U K Insurance Ltd (Authorised Insurer).



Penny James Chief Executive

#### Notes

- (a) Where the employer is a company to which regulation 3 (2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4 (6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of the paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

Paragraph 2 (b) does not apply and is deleted

NIG policies are underwritten by U K Insurance Limited, The Wharf, Neville Street, Leeds, LS1 4AZ. Company No. 1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.

# IMPORTANT NOTICE TO POLICYHOLDERS

# **Employers' Liability Tracing Office (ELTO)**

### Dear Policyholder

Financial Conduct Authority regulation requires us to publish details of all commercial employers' liability policies we enter into, renew or under which a claim is made, on or after 1 April 2011. NIG is a member of the Employers' Liability Tracing Office and details of all such policies are available on the tracing office's website, which can be found at www.elto.org.uk.

We are also required to supply employers' liability insurance policy details to the Employers' Liability Tracing Office (ELTO). These details will be added onto the Employers' Liability Database (ELD) which will be managed by ELTO. This database will be accessible by any claimants and will assist claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK, to find the insurer that was providing employers' liability cover during their relevant period of employment and also to find the relevant employers' liability insurance policies.

# Tradesman Insurance

# Renewal Schedule



Insured Name: Proclene Ltd

Postal Address: 1 Court Cottages

Church Lane Churcham **GLOUCESTER** 

Postcode: GL28AF

\*Please see business description\* **Business:** 

COVERSURE INS SERVICES (KIDDERMINSTER) Your Agent is:

Agent ref: Agency No: 00446

Address: 37 WORCHESTER STREET

> **KIDDERMINSTER** WORCESTERSHIRE

Postcode: **DY10 1EW** 

Telephone No: 0870 458 5700

Fax No:

**Email Address:** 

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

**Policy Number:** 005780227

Date of Issue: 31st May 2022 Renewal Date: 20th June 2023 20th June 2022 **Expiry Date:** 19th June 2023 **Effective Date:** 

Renewal Premium: £ 1,743.34 Insurance Premium Tax @ 12.00% = £ 209.20 **TOTAL AMOUNT CHARGEABLE** £ 1,952.54

## **Policy Endorsements:**

IA873 - Insurance Act 2015 and other Policy Amendments

Please note that these amendments may apply to aspects of the policy of insurance for which cover has not been provided.

Please therefore read all policy documentation carefully as this will confirm the cover provided.

The following amendments apply to this Policy:

1

The Introduction to this Policy headed 'Tradesman Insurance Policy' is deleted and replaced by the following:

NIG policies are underwritten by U K Insurance Limited. We shall provide the insurance described in this Policy, which consists of individual sections (subject to the terms, definitions, conditions, clauses and exclusions) for the Period of Insurance. The Policy should be read in conjunction with the Schedule, which confirms the Sections You are covered for.

2

The reference to Making a Claim under How to Use Your Policy is deleted and replaced by the following:

Making a Claim

To make a claim, first read the Policy and Schedule and check that You are covered. Then follow the instructions provided under Claims Conditions 2 - Action by You.

You should ask Your insurance adviser for a claim form and let Us have as much information as soon as possible to help us deal with Your claim promptly and fairly.

If You are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to Important Information at the back of this Policy Booklet.

3

The reference to Period of Insurance under Policy Definitions is deleted and replaced by the following:

Period of Insurance

a The period beginning with the Effective Date and ending with the Expiry Date (both stated in the New Business Schedule or latest effective Renewal Schedule as applicable); and

b any subsequent period;

for which You shall pay and We shall agree to accept Your premium.

4

General Condition 2 Misrepresentation is deleted and replaced by

Policy No: NTC/005780227 /31052022/2 Doc No: 046892023 Page 2 of 12

the following:

- 2 Fair Presentation of the Risk
  - a You have a duty to make to Us a fair presentation of the risk before:
    - i the inception of this Policy;
    - ii an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
    - iii the renewal of this Policy; and
  - b In the event of a breach of such duty, if the breach is:
    - i deliberate or reckless, We may:
      - a in relation to an alteration made to this Policy,
        (despite the references to notice period and the
        refunding of premiums in General Condition 6 b) by
        notice to You at Your last known address treat this
        Policy as cancelled with effect from the time when
        the alteration was made and retain any premiums paid;
      - b in relation to inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
    - ii neither deliberate nor reckless and We would not have:
      - a in relation to an alteration made to this policy, agreed to the alteration on any terms, We may treat this policy as if the alteration was never made, but in that event We:
        - i shall return any extra premium paid; or
        - ii may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. We shall pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
      - b entered into this Policy on any terms, We may avoid

Policy No: NTC/005780227 /31052022/2 Doc No: 046892023 Page 3 of 12

this Policy and refuse all claims but shall return any premiums paid; or

iii neither deliberate nor reckless and We:

- a would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) shall be treated as if it had been entered into on those different terms if We require; and
- b in respect of an alteration made to this policy:
  - i would have agreed to the alteration, but would charged an increased premium by more than We did or (in the case of an unchanged premium) would have increased the premium, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We shall pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item b iii a above), based on the total premium actually charged compared to the premium that We would have charged;

ii (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and We would have increased the premium, would not have reduced the premium, or would have reduced it by less that We did, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We shall pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item b iii a above), based on the total premium actually charged compared to the original premium if We would not have changed it, and otherwise the increased or (as the case may be) reduced total premium We would have charged.

c would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would

Policy No: NTC/005780227 /31052022/2 Doc No: 046892023 Page 4 of 12

have charged a higher premium, We may reduce proportionately the amount to be paid on a claim.

We shall pay on such claim a percentage of what We would otherwise have been liable to pay (making provision for any different terms referred to in item b iii a above), based on the premium actually charged compared to the higher premium.

c We shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by Us), in relation to a breach of the duty to make to Us a fair presentation of the risk.

5
General Condition 4 Change of Risk or Interest is deleted and replaced by the following:

### 4 Change of Risk or Interest

- a It is a condition precedent to Our liability that You shall immediately notify Us if any alteration be made either in the Business or at the Premises or in any property therein or in any other circumstances whereby the risk is increased other than in accordance with General Condition 2 at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance.
- b This Policy shall cease to be in force if:
  - i Your interest in the Business ends, other than by death; or
  - ii the Business is to be wound up or carried on by a liquidator or receiver or permanently discontinued,

at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance, unless its continuance be agreed by Us.

6
Claims Condition 4 Warranties and Conditions Precedent is deleted.

Claims Conditions 1 to 3 are now stated as Claims Conditions 2 to 4.

Policy No: NTC/005780227 /31052022/2 Doc No: 046892023 Page 5 of 12

8
A Claims Condition is added being 1 Conditions Precedent as
follows:

#### 1 Conditions Precedent

Every condition precedent to which this Policy or any Section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this Policy.

Non-compliance with any such condition precedent may be a bar to any claim under the relevant Section(s) of this Policy, where the subject matter of the claim was caused by the non-compliance or to the extent that it was increased by the non-compliance.

9 Claims Condition 4 Fraudulent Claims is deleted and replaced by the following:

#### 4 Fraudulent Claims

In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain benefit under this Policy, We:

- a shall not be liable to pay the claim;
- b may recover from You any sums paid by Us to You in respect of the claim; and
- c may (notwithstanding the references to notice period and the refunding of premiums in General Condition 6 b) by notice to You at Your last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:
  - i refuse all liability to You under this Policy in respect of any event that gives rise to Our liability occurring after the time of the fraudulent act; and
  - ii retain any premiums paid under this Policy.

TC93P - Business Description Clause

Policy No: NTC/005780227 /31052022/2 Doc No: 046892023 Page 6 of 12

It is noted that Your Business description is as follows:

General Cleaners and Builders Cleaning

TRM79 - Cleaning Facility Amendments

The insurance provided by this Policy is amended as follows:

In respect of Policy Definitions

1 Business Description

The Business description as shown in the Schedule is amended to:

- a the cleaning of carpets, upholstery, leather suites, curtains, rugs, ovens, tiles, grout, private dwellings, caravans, shops, offices, public houses, restaurants, wine bars, cafes, guest houses, hotels, interior car upholstery, windows and private dwelling patio's with the use of adapted carpet cleaning equipment
- b carpet fitting
- c spot and stain removal treatment
- d hard floor cleaning, stripping and resealing
- e fire and flood restoration.
- 2 Own Plant Definition Amendment Clause

The definition of Own Plant is amended to:

Cleaning machinery tools, equipment, fixed truck mounted cleaning equipment (and attachments to this equipment), temporary buildings, site huts and caravans belonging to You in connection with the Contract and the Business.

In respect of General Conditions

3 No Claims Discount Condition Deleted

General Condition 11 No Claims Discount is deleted.

In respect of General Exclusions

4 Window Cleaning Restriction

Policy No: NTC/005780227 /31052022/2 Doc No: 046892023 Page 7 of 12

We shall not be liable under this Policy in respect of liability caused by or arising from internal or external window cleaning:

- a other than when the window cleaner is standing on the ground or internal floor level
- b undertaken on premises exceeding 3 storeys in height excluding the basement.

In respect of Section 1: Public Liability

5 Treatment/Damage to Property being Worked Upon Exclusion and Excess

We shall not be liable under this Section in respect of liability caused by or arising from accidental Damage to Property from the cleaning and/or protecting process applied to:

- a carpets, curtains, upholstery, ovens, hard floors and interior car upholstery
- b fire and flood restoration

other than liability caused where:

- 1 the Employee responsible for the Damage holds a certificate of competency for the activity directly responsible for the Damage from one of the cleaning industry trade profession recognised training courses (as agreed by Us)
- 2 a test patch has been undertaken prior to work commencing:
  - i to establish any reaction to the proposed cleaning and/or protecting process does not result in any adverse reaction
  - ii provided that You have established and maintained an administrative procedure for recording details of the test and this is presented to Us in the event of a claim

but We shall not be liable for the first £250 of each and every claim where points 1 and 2 above have been complied with.

In respect of Section 4: Tools and Business Equipment where insured

6 Maximum Anyone Person Inner Sum Insured Deleted

Under this Section the reference on the Schedule to the Maximum anyone Person Sum Insured is deleted.

7 Theft of Laptops, Mobiles and Sat Nav's from Vehicle Exclusion

Policy No: NTC/005780227 /31052022/2 Doc No: 046892023 Page 8 of 12

Notwithstanding Exclusion 7 of this Section, We shall not be liable under this Section in respect of theft or attempted theft and/or malicious damage of laptops, mobile phones and satellite navigation systems from any vehicle.

In respect of Section 6: Own Plant where insured

8 Own Plant - Theft from Vehicle Overnight and Whilst in Use

Exclusion 6 of this Section is restated as:

Excluding Damage due to theft or attempted theft of or from any vehicle between the hours of 8am to 6pm unless:

#### a whilst in use:

- i Own Plant is securely locked or fixed to or within the vehicle and Damage has been effected by violent and forcible means and
- ii the keys are removed from the self contained drivers cab which is locked at all points of access
- b whilst not in use Own Plant is securely locked or fixed to or within the vehicle and Damage arises out of violent or forcible entry to the vehicle which is securely locked at all points of access and is protected by:
  - i a Thatcham category 1 alarm or manufacturers factory fitted equivalent which is set and fully operational or ii Armourshell security locks on all vehicle doors

Excluding Damage due to theft or attempted theft of or from any vehicle between the hours of 6pm to 8am unless:

- c Damage arises out of violent or forcible entry to the vehicle which is securely locked at all points of access and is protected by:
  - i a Thatcham category 1 alarm or manufacturers factory fitted equivalent which is set and fully operational or
  - ii Armourshell security locks on all vehicle doors

and notwithstanding any other applicable Excesses under this Section, We shall not be liable for 10% of the Own Plant Sum Insured or £500 (whichever is the greater) of each and every claim.

Policy No: NTC/005780227 /31052022/2 Doc No: 046892023 Page 9 of 12

**Premises:** 1 Court Cottages

Church Lane
Churcham

**GLOUCESTER** 

Postcode: GL2 8AF

**Business:** \*Please see business description\*

#### **SECTION 1: PUBLIC LIABILITY**

Indemnity Limit: £ 10,000,000

Section Endorsements

TP63S - Loss of Keys Extension

This Section is extended to indemnify You in respect of liability incurred by You arising from the cost of changing external door locks at Your clients' premises following loss of keys:

- a by theft from Your Premises or home or from the home of an authorised Employee
- b by theft following hold-up whilst such keys are in Your personal custody or the custody of an authorised Employee
- c by theft from a motor vehicle provided such vehicle is locked and keys are contained out of sight.

TRM20 - Damage to Property Being Cleaned or Worked Upon Exclusion

We shall not be liable in respect of any claim arising out of damage to any property the cleaning of which comprises or forms part of any contract undertaken by You if such damage is caused by or arises out of the cleaning process or any fitting installation removal or alteration of the said property in connection therewith.

TRM27 - Depth Work Exclusion

We shall not be liable in respect of any claim arising from:

- (i) the making of sewers or other excavations
- (ii) Quarrying, tunnelling, water diversion, dam construction or behind dams

Policy No: NTC/005780227 /31052022/2 Doc No: 046892023 Page 10 of 12

### **SECTION 1: PUBLIC LIABILITY**

DESCRIPTION NO OF PEOPLE

Manual Workers 6

**Excesses** Amount

Excess A  $\pounds$  250 Excesses B and C  $\pounds$  500

## **SECTION 2: EMPLOYERS LIABILITY**

Indemnity Limit: £ 10,000,000

Section Endorsements

TRM27 - Depth Work Exclusion

We shall not be liable in respect of any claim arising from:

- (i) the making of sewers or other excavations
- (ii) Quarrying, tunnelling, water diversion, dam construction or behind dams

DESCRIPTION NO OF PEOPLE

Manual Workers 6

Extensions operative: 2

**SECTION 3: MONEY** 

Not Insured

**SECTION 4: TOOLS AND BUSINESS EQUIPMENT** 

Not Insured

Policy No: NTC/005780227 /31052022/2 Doc No: 046892023 Page 11 of 12

**SECTION 5: BUSINESS STOCK** 

Not Insured

**SECTION 6: OWN PLANT** 

**DESCRIPTION SUM INSURED** 

20,000 Own Plant

**Excess Amount** 

Excess £ 250

**SECTION 7: HIRED IN PLANT** 

Not Insured

**SECTION 8: CONTRACT WORKS** 

Not Insured

**SECTION 9: PERSONAL ACCIDENT** 

Not Insured

# **Tradesman Insurance**



# **Renewal Notice**

Insured Name: Proclene Ltd

Agent: COVERSURE INS SERVICES (KIDDERMINSTER)

Agent reference:

**Agency No**: 00446

**Policy Number:** 005780227

Renewal Date: 20th June 2022

Date of Issue: 31st May 2022

The policy is due for renewal on the date shown above. You are reminded of your duty to make to us a fair presentation of the risk, which you know or ought to know including any changes which have occurred since inception or last renewal whichever was the later.

We will assume that you have conducted reasonable searches for all relevant information held:

- $\cdot$  within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- · by any other person (such as your broker, intermediary or agent or a person for whom cover is provided for by this insurance).

It is recommended that you keep a record (including copies of letters) of all information supplied.

#### IMPORTANT NOTES

Please check the details on this renewal document to ensure that you have the cover you require. If you have any queries, contact your intermediary who will be pleased to help.

You can spread the cost of your insurance by paying the premium in instalments by Direct Debit if your renewal premium exceeds £100 - ask your intermediary for details.

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