

## COMBINED LIABILITY (PUBLIC LIABILITY, CONTRACTORS ALL RISKS, EMPLOYERS LIABILITY) PROPOSAL FORM

Once complete please send to  
Alex McCarthy ([alex.mccarthy@limestreetbrokers.com](mailto:alex.mccarthy@limestreetbrokers.com)) OR  
call Alex on 0207 980 3964

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### CLAIMS MADE INSURANCE

*This insurance is on a 'claims made' basis. Therefore, it is essential that any claims or circumstances that might give rise to a claim are notified during the policy period in which you are first made aware of the claim or circumstance in accordance with the terms of the policy. Failure to notify a claim or incident during the policy period will enable (re)insurers to repudiate that claim or circumstance.*

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### GENERAL PROPOSAL FORM

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1. (a) Name(s) or Company(ies) proposed to be insured including any Subsidiary Company(ies):

(b) Principal Address:

(c) Website Address:

(d) Date first established:

**2. (a) Profile of the Company(ies) including a full description of the Proposer's activities:**

**(b) Please enclose the following:-**

**(i) Latest Financial Statement/Annual Report**

**Please provide a rough split of the locations where you undertake your business activities:**

Residential	%	Commercial/Office	%
Industrial	%	Other	%

**3. Height & Heat**

What is the maximum height worked above the surrounding floor?				
What is the maximum depth worked at including the digging of any trenches?				
Do you use or intend to use <b>any</b> heat producing equipment including (but not limited to):	Yes		No	
<ul style="list-style-type: none"> <li>• Angle Grinders</li> <li>• Blow Lamps</li> <li>• Hot Air Guns</li> <li>• Soldering Equipment</li> <li>• Blow Torches</li> <li>• Flame Cutting Equipment</li> <li>• Welding Plant Equipment</li> </ul>	If 'Yes' Please provide details			
Is there any application of heat undertaken away from the premises? If yes, please provide details	Yes		No	

**4. Business Details**

**(a) Do you have any business activities outside England, Scotland, Wales and Northern Ireland?**

Please provide details/estimates relating to your Gross Annual Turnover (Enter £0 or N/A for those that do not apply)

	Last Financial Year	Estimate for this Year	Estimate for Next Year
United Kingdom			
European Union			
USA and Canada			
Rest of the World			
Do you undertake work involving any of the following activities:	Yes		No
<ul style="list-style-type: none"> <li>• The use of explosives</li> <li>• Tunnelling</li> <li>• Piling</li> <li>• Demolition</li> </ul>	If 'Yes' Please provide details		

	Number	Annual Payments
Manual Principals/Partners/Directors		
Clerical Only Principals/Partners/Directors		
Manual Employees		
Clerical Only Employees		
*Labour-Only Sub-Contractors (max number at any one time)		
*Bonafide Sub-Contractors (max number at any one time)		
*Temporary Employees		

\*If you are uncertain of classifications, please see our guide at the end of this form

Do you undertake or intend to undertake any activities on or at:	Yes	No
<ul style="list-style-type: none"> <li>Aircraft, Airports, Watercraft; or</li> <li>Airports or Airfields</li> <li>Chemical, Gasworks or Petro-Chemical Plants</li> <li>Chimney Shafts, Towers, Steeples or Spires</li> <li>Dams, Viaducts, Reservoirs, Tunnels or Bridges</li> <li>Docks or Harbours</li> <li>Historical, Listed or Mill Buildings</li> <li>Hospitals or Farms (not including residential farmhouses);</li> </ul>		
<ul style="list-style-type: none"> <li>Motorways</li> <li>Nuclear Installations</li> <li>Offshore Installations</li> <li>Oil Refineries, Gas Works or Fuel Storage Facilities</li> <li>Power Installations</li> <li>Quarries, Mines or Collieries</li> <li>Railways, Railway Tracks, Signals, Rolling Stock or Green/Red Zones</li> </ul> <p style="text-align: right;">If "Yes", please provide details</p>		
Do you use or any of the following (or have any of the following been used in the past)?	Yes	No
<ul style="list-style-type: none"> <li>Asbestos, silica or other substances involving a possible lung hazard or any acids, gases, chemicals or explosives or any materials containing such substances</li> <li>Radio isotopes, radioactive substances or other sources of ionising radiation</li> <li>Power-driven machinery (other than hand tools)</li> </ul> <p style="text-align: right;">If "Yes", please provide details</p>		

## 5. Insurance Requirements – Levels/Limits of Cover

Public & Products Liability	
Employers Liability	
Your Employer's Reference Number (ERN) * *Commonly referred to as your Employer's PAYE Reference	

Tools & Stock Cover – Sums Insured	
Whilst contained in a vehicle or stored within your premises, please advise limits of cover in respect of:	
Owned Tools	£
Stock	£
Are tools/stock out of the view of the exterior of the vehicle?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are all the doors, windows and other openings left closed, securely locked and properly fastened?	Yes <input type="checkbox"/> No <input type="checkbox"/>

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Authorised and Regulated by the Financial Conduct Authority

Broker at

**LLOYD'S**

**You must ensure that all security protections at your Premises are put into full and effective operation when the Premises are unattended otherwise Loss or Damage caused by or arising out of Theft or Attempted Theft will be excluded**

**Contractors All Risks Cover – Sums Insured**

Contract Works	£		
What is the maximum value per contract you require cover for?	£		
*What is the maximum site limit you require cover for?	£		
What is the maximum period of any one contract in months?	Months		
Owned Plant	£	Maximum Item Limit	£
Hired In Plant Sum Insured	£	Annual Hiring Costs	£
Temporary Buildings	£		
Employee's Tools and Effects	£		

**6. Material Disclosure and Claims**

If there have been any losses or incidents giving rise to losses in the last 5 years, please advise: (State "None" if there have been no claims)

Type of Claim (Liability, Contract Works, Tools...)	Date of Claim	Amount Paid	Has the Claim Been Settled?

Please answer the questions below in respect of the applicable parties described in (i) (ii) (iii) & (iv) below. If you feel unable to answer a question(s) accurately or have a material fact or circumstance(s) to disclose, please provide full details at the end of this form

- I. You or any family member(s) that reside at or use the insured premises or are involved in the business
- II. Any Director or Partner
- III. Any person(s) with a beneficial interest of 25% or more in the business (other than mortgagees)
- IV. Any person with management control of the insured entity (other than professional letting agents that you have contracted to manage the property):

A) Ever had insurance cover refused or cancelled or special terms imposed?	Yes	No	
B) Ever been convicted of, cautioned or have a prosecution pending for any criminal offence other than motoring offences?	Yes	No	
C) During the last five years under any other insurance policy made a claim(s), incurred a loss, damage or liability whether insured or not at these premises or any other location (other than claims made against motor/travel/pet and health policies)?	Yes	No	
D) Ever been prosecuted under the Health and Safety at Work Act, the Consumer Protection Act and/or other statutory regulations?	Yes	No	
E) Been declared bankrupt, incurred a County Court judgment(s) that remains unsatisfied or entered into an individual voluntary arrangement with creditors?	Yes	No	

F) Ever been disqualified from acting as a Company Director?	Yes		No	
G) Been a director of a company or partner of a business that went into liquidation, administration, or was subject to an insolvency process or scheme of arrangement with creditors and/or incurred a County Court Judgment(s) that remains unsatisfied?	Yes		No	

**DUTY OF DISCLOSURE**

*Under English law, if you are a business insured (i.e. an insured who has bought insurance wholly or mainly for purposes related to their trade, business or profession) the business has a duty to disclose to the insurer every material circumstance which it knows or ought to know after reasonable search. This is the case before your cover is placed, when it is renewed, and at any time that it is varied. Your policy wording may also provide that this duty continues for the duration of the policy. A circumstance is material if it would influence an insurer's judgement in determining whether to take the risk and, if so, on what terms. If you are in any doubt whether a circumstance is material, we recommend that it should be disclosed. Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover, or proportionately reduce the amount of any claim payable. In some circumstances, an insurer will be entitled to avoid the policy from inception and, in this event, any claims under the policy would not be paid.*

**I/We declare that I/we made a fair presentation of the risk, by disclosing all material matters which I/we know or ought to know or, failing that, by giving the insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances.**

**SIGNED:**

**On behalf of the Proposer**

**POSITION:**

**DATE:**

## Temporary Employees

Temporary Employees - 50 days in total. The total number of days employed shall mean the combined total of all days employed for all temporary employees e.g. one person for 50 days or 50 people for one day.

## Sub-Contractor Classification

If the answer is 'Yes' to all or most of the following Questions, then the subcontractor is probably Labour Only:

- Are the contractors paid by the hour, week, or month?
- Can the contractors receive overtime pay or bonus payment?
- Do the contractors only supply their own small hand tools?
- Do the contractors always have to do the work themselves?
- Can you tell them at any time what to do, where to carry out the work or when and how to do it?
- Can the contractors work a set number of hours?
- Can you move them from task to task?

If the answer is 'Yes' to all or most of the following questions, then the subcontractor is probably Bonafide;

- Do the contractors agree to do a job for a fixed price regardless of how long the job may take?
- Do the contractors have a contract of service as opposed to a contract of employment?
- Within an overall deadline, are the contractors able to decide what work to do, how and when to do the work and where to provide the services?
- Do the contractors regularly work for several different people other than the principal?
- Do the contractors have to correct unsatisfactory work in their own time and at their own expense?
- Do the contractors hold their own public liability insurance in their own name?
- Do the contractors pay the cost of all materials or supplies required for the work without being reimbursed? (excluding minor items and consumables)
- Can the contractors hire someone to do the work or engage helpers at their own expense?
- Do the contractors risk their own money e.g. if they bid for a job and the bid is too low they have to bear the additional cost themselves?
- Do the contractors provide or hire in the main items of equipment they need to do their job, not just the small tools that many employees provide for themselves?