

## Cleaning & Facilities Management Policy

<b>POLICYHOLDER</b>	Beechwood Property Services Limited
<b>INSURER</b>	Ageas Insurance Limited
<b>POLICY NUMBER</b>	CZDA0001386 / 13532210 / 2018
<b>PERIOD OF INSURANCE</b>	21/01/2018 to 20/01/2019
<b>BUSINESS DESCRIPTION</b>	Cleaning Contractors, Facilities Management & Janitorial Supplies

### Employers' Liability

#### Cover

This covers your Legal Liability to employees for death, injury or disease sustained during the course of their employment.

Limit of Indemnity any one occurrence inclusive of legal costs and expenses. £ 10,000,000

### Public and Products Liability

#### Cover

This covers your Legal Liability to Third Parties for accidental personal injury or damage to property in connection with the business.

Limit of Indemnity any one incident, unlimited in any one period of Insurance, but "in all" in respect of Products Liability. £ 5,000,000

#### Additional Benefits

- Damage to property being Cleaned & Treatment Risks (limited to £25,000 any one claim in respect of property removed from customers premises for the sole purpose of cleaning).
- Failure to secure customers' premises (i.e. one of your employees failing to secure and / or lock up one of your client's premises correctly which allows intruders to access their premises) other than at Galleries or Museums.
- Destruction or Disposal of customer's property in error.
- Indemnity to Principal.
- Contractual Liability - Liability imposed on you solely by reason of the terms of any agreement.
- Criminal Acts by Employees.

## Excess

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Excess each and every claim in respect of property damage of	£	<b>500</b>
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## Loss of Keys

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### Cover

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This covers your Legal Liability for Loss or Damage to Customers keys in your Custody or Control including theft, replacement, changing or alteration costs.

This also covers your legal liability in respect of consequential loss arising from such Loss of Keys.

Limit of Indemnity - in the aggregate	£	<b>100,000</b>
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## Excess

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Excess each and every claim	£	<b>100</b>
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## Optional Extension 1

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## Professional Indemnity (Sub-Section 1)

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### Cover

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Covers you against loss arising from any claim made against you during the period of Insurance in respect of a wrongful act in, or about the conduct of your Professional Services.

Limit of Indemnity - in the aggregate	£	<b>100,000</b>
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## Excess

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Excess each and every claim	£	<b>500</b>
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## Financial Loss

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### Cover

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This covers your Legal Liability for damages and Claimants costs and expenses in respect of any claim for Financial Losses

Financial loss means a pecuniary loss, cost or expense incurred other than by the Insured

Limit of Indemnity - in the aggregate	£	<b>250,000</b>
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## Excess

Excess each and every claim

**10% with a minimum £5,000**

## Property

Premises No. 1 : Unit 8, The High Cross Centre, Fountayne Road, London, N15 4QN

“All Risks” cover including Theft in the event of physical loss of, or destruction of, or damage to tangible property.

Cover includes subsidence, heave or landslip.

The following Sums Insured marked with an \* are indexed linked each renewal date

## Property Insured

➤ *General contents (including tenant’s improvements) excluding computers	£	<b>50,000</b>
➤ *Computers	£	<b>20,000</b>
➤ *Trade plant, ladders, machinery and utensils	£	<b>0</b>
➤ Stock and materials in trade	£	<b>5,000</b>

## Excess

Subsidence Heave or Landslip	£	<b>1,000</b>
Flood	£	<b>5,000</b>
All other damage	£	<b>350</b>

## Business Interruption

➤ Estimated Gross Profit	£	<b>549,000</b>
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Premises No. 1 : Unit 8, The High Cross Centre,  
Fountayne Road, London, N15 4QN

Indemnity Period

➤ Increased Cost of Working	Months	£	
➤ Rent Receivable	Months	£	
➤ Estimated Gross Profit	12 Months	£	<b>549,000</b>

## Fidelity Guarantee

### Cover

This covers you for:

- (i) direct loss of money or goods belonging to Customers
- (ii) misuse of Customers telephones or internet connection
- (iii) direct loss of money or goods belonging to the Insured or for which they are legally responsible

caused by any act of theft committed during the Period of Insurance by an Employee of the Insured

Cover extends to include collusion with Employees only.

Total aggregate limit for all loss:

(i) & (iii)	£	250,000
(ii)	£	50,000

### Excess

Excess each and every claim	(ii)	£	250
	(i) & (iii)	10% with a minimum £100 and maximum £5,000	

## Specified All Risks

### Cover

"All Risks" cover including Theft in the event of physical loss of, or destruction of, or damage to tangible property anywhere in the U.K.

The following Sums Insured marked with an \* are indexed linked each Renewal Date

Territorial  
Limits

• Trade Plant, ladders, machinery and utensils		£	10,000
• Stock		£	0
• Customers' Goods held in Trust		£	0
• Hired in Plant - Maximum value any one item	UK	£	0
Estimated annual hiring charges		£	0
• Portable Electronic Computer Photographic and Telecommunications Equipment	UK	£	2,000

## Excess

Excess each and every claim	£	100
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## Additions or Endorsements

The following endorsements are attached to the policy schedule and not in the policy wording.

- Heat Work Away From Premises Exclusion
- Products Supplied

## Conditions Precedent to Liability

Your Policy contains various conditions that you must comply with in order for a claim to be dealt with by your Insurers. If you fail to fulfil these conditions you will lose your right to Indemnity or payment for a claim.

You will need to understand these fully and your Policy Schedule will detail the sections of the Policy which you are covered for.

Below is a summary of the conditions that apply to each section.

## Legal Liabilities

### ➤ **Bona Fide Sub-Contractors**

In respect of your liability at law for any claim arising out of or in connection with work undertaken for or on behalf of you by independent contractors (bona fide sub-contractors) you will at the time of appointing such contractors and at least annually thereafter obtain written evidence that such contractor have in force throughout the duration of their contract with you policies of insurance covering:

- Employers Liability insurance in accordance with any law relating to the compulsory insurance of liability to employees and containing an Indemnity to Principal clause or extension  
Public Liability and Products Liability providing cover for legal liability for injury to any person (other than as in (a) above) and physical loss or physical damage to material property with Limits of Indemnity of not less than those applying to the Public and Products Liability Section of this Policy and containing an Indemnity to Principal clause or extension
- If at the original commencement date of the insurance by the Public and Products Liability Section of this Policy the Limit of Indemnity on such bona fide sub-contractors Public and Products Liability insurance are less than those applying to the Public and Products Liability Section of this Policy then this paragraph (b) of this General Condition will not apply until 45 days after the original commencement date of the insurance by the Public and Products Liability Section of this Policy or such earlier date at which time the Limits of Indemnity on such bona fide sub-contractors Public and Products Liability insurance were increased
- Professional Indemnity insurance with a Limit of Indemnity of not less than that applying to this Policy

and including cover for all of the work to be undertaken on your behalf

No claim will be payable under this Policy in relation to work undertaken for or on behalf of you by independent contractors (bona fide sub-contractors) unless you have retained a copy of such written evidence of the policies of insurance held by such contractors (being a copy of the current relevant insurance Policy and Schedule or other written proof)

➤ **Excluded locations**

liability arising in connection with work

- (a) on or in docks harbours or railways
- (b) on or in watercraft or offshore gas or oil installations
- (c) on or in chemical or petrochemical works oil or gas refineries or oil or gas storage facilities
- (d) airside or on or in aircraft
- (e) on or in collieries mines or quarries
- (f) on or in power stations
- (g) on or in any installation where nuclear processing is undertaken

➤ **Kitchen Cleaning Precautions**

It is a condition precedent to the liability of the Insurers that any kitchen cleaning undertaken by you or any Director Partner or Employee or any independent contractor (bona fide sub-contractor) appointed by you must be by means of a recognised commercial cleaning agent only.

Provided that the Insurers will not be liable for any liability caused by or arising out of the use of bleach.

- Heat & Flammables conditions
- Underground Services precautions

## Property - All Risks Section

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- Underinsurance
- Intruder Alarm condition
- Risk Protections
- Minimum Security requirements
- Unattended Accumulator (battery charging)
- No Smoking
- Waste

## Money Section

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- Safe Installations
- Protective Devices
- Money in Safe

## Fidelity Section

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### ➤ Vetting of Employees

In respect of direct loss of money or goods belonging to you or for which you are legally responsible it is a condition precedent to any liability of the Insurers that you shall obtain satisfactory references to confirm the honesty of each Employee engaged after commencement of this Policy whose duties may involve responsibility for Money or Accounts

Such references shall be obtained directly either from each Employees

- (a) last two former employers or
- (b) their former sole employer during the three years immediately preceding engagement  
or
- (c) their last former employer in the event that such Employee has not been employed during the three years immediately preceding engagement

whichever is the less and before the Employee is entrusted without supervision

References need not be obtained in respect old Employees who have satisfactorily and continuously served you for at least one year in another capacity before being entrusted with the duties referred to above.

In respect of Employees joining directly from school or government sponsored youth training schemes one character reference shall be obtained

A written record of any verbal reference shall be made at the time it is obtained and the original copy of each written reference and the record of any verbal reference shall be retained by you and shall be made available for inspection by the Insurers on request

## Specified All Risks Section

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- Unattended Vehicles
- Portable Computer Equipment
- Underinsurance

## General

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- Claims Co-operation
- Claims - Insured's Action
- Reasonable Precautions

## Other Significant Conditions

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Your policy also contains various other significant conditions, including but not limited to those below

You will need to understand these and other conditions applicable fully and your Policy Schedule will detail the sections of the Policy which you are covered for.

- Alteration of Risk
- Dishonesty
- Claims - Company's Rights
- Conditions Precedent and Warranties

## Significant Exclusions

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Your policy also contains various other significant exclusions, including but not limited to those below

You will need to understand these and other exclusions applicable fully and your Policy Schedule will detail the sections of the Policy which you are covered for.

## Legal Liabilities Exclusions

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- **Hospital Cleaning**  
any liability arising from the cleaning of:
  - (a) Hospital operating theatre
  - (b) Surgical instruments or clothing
  - (c) Electrical or mechanical medical equipment
- **Kitchen Cleaning**  
any liability arising from the cleaning of ducting or grease traps within ducting
- Asbestos
- Trees, chemicals spraying and burning

## Professional Indemnity Exclusions

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- Patent Infringement
- Asbestos
- Previous Claims and Circumstances
- Deliberate Acts and Known Defects
- Directors & Officers Liability
- Design & Construct/Supply

## Property All Risks Exclusions

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- Theft or attempted theft which does not involve forcible and violent means

## Fidelity Exclusions

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- Further Acts of Theft by an employee immediately following the discovery by you of an Act of Theft by that employee



## Statement of Fact

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This quotation has been based on the details provided in Your Statement of Fact.

## Claims Experience

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This quotation has been based on the claims experience provided to us.

## Payment of Premium

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Payment is required within 30 days from inception or by an agreed instalment facility.

## Free Helplines

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**Advice Helpline:** Amicus Legal Ltd's 24 hour helpline service to obtain advice on tax and employment matters in connection with the business - **Telephone Number: 01206 731959**

**Replacement Glazing:** You may arrange for the replacement of broken windows at your premises - **Telephone Number: 01204 877177**

**Business Assistance:** DAS provide this Property Repair Helpline on behalf of the Insurers. In the event of an unforeseen emergency affecting your business premises which causes damage or potential danger DAS will contact a suitable repairer or contractor and arrange assistance on your behalf - **Telephone Number: 0117 9342111**

**The above summary shows brief details of cover but for full terms and conditions please refer to the Policy. A copy of the Policy Wording is available on [www.darwinclayton.co.uk](http://www.darwinclayton.co.uk)**