

Combined Liability Schedule

Policy Number:	B1759IC131645Y
Binder Number:	B1759IC127007X
Assured:	Andrew Pond t/a Prokleen
Policy Period:	<p>Inception Date: 24 March 2022</p> <p>Expiry Date: 23 March 2023</p> <p>Both dates inclusive local standard time at the Assured's Premises stated below.</p> <p>This Policy will not automatically renew: notice is hereby given that cover will terminate and not be renewed at the expiry of the Policy Period unless a new agreement is reached between the Underwriters and the Assured.</p>
Mailing Address:	Lismonaghan, Letterkenny, Donegal, F92 HC94
Assured's Premises:	Lismonaghan, Letterkenny, Donegal, F92 HC94
Business Description:	Contract cleaning inc wind cleaning (pole & reach system) 82%, gutter cleaning 10%, powerwashing 6%, office/carpet 2%, Height limit standard at 10m with a ladder and 15m when using Elevated Platform
Policy Wording Attaching:	CONX-CAS-003-1121
Endorsements Attaching:	See Below

Operative Cover A - Employers' Liability	Operative
Limit of Liability:	EUR 13,000,000 any one occurrence Subject to the following sub-limits which shall be part of and not in addition to the above limit: Asbestos sub-limit: EUR Not Covered Offshore sub-limit: EUR Not Covered Terrorism sub-limit: EUR Not Covered Data Protection sub-limit: EUR 50,000 All any one Occurrence or series of occurrences arising out of one originating cause
Excess:	EUR 5,000
Defence Costs:	Inclusive of the Limit of Liability
Covered Jurisdiction:	Republic of Ireland
Territorial Limits:	Republic of Ireland

Operative Cover B - Public Liability	Operative
Limit of Liability:	EUR 6,500,000 any one occurrence or series of occurrences arising out of one originating cause
Excess:	EUR 2,500
Defence Costs:	Inclusive of the Limit of Liability
Retroactive Date:	24/03/2022 in respect of the Data Protection Legislation Extension
Covered Jurisdiction:	Republic of Ireland
Territorial Limits:	Republic of Ireland

Operative Cover C - Product Liability	Operative
Limit of Liability:	EUR 6,500,000 any one occurrence or series of occurrences arising out of one originating cause and in the aggregate
Trigger:	Losses Occurring During
Excess:	EUR 2,500
Defence Costs:	Inclusive of the Limit of Liability

Retroactive Date:	24/03/2022
Covered Jurisdiction:	Republic of Ireland
Territorial Limits:	Republic of Ireland

Operative Cover D - Pollution Liability	Operative
Limit of Liability:	EUR 6,500,000 any one Occurrence
Excess:	EUR 2,500
Defence Costs:	Inclusive of the Limit of Liability
Covered Jurisdiction:	Republic of Ireland
Territorial Limits:	Republic of Ireland

Operative Cover E - Contractors All Risks	Not Operative
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Premium
(Subject to adjustment in accordance with General Terms and Conditions 5: Adjustment of Premium)

Operative Cover A - Employers' Liability					
Minimum and Deposit Premium:	EUR 2,250.00				
Minimum and Deposit Percentage:	100%				
Adjustable Bases:	<table border="0"> <tr> <td>Manual Working Director</td> <td>EUR 30,000</td> </tr> <tr> <td>Manual Work Away</td> <td>EUR 90,000</td> </tr> </table>	Manual Working Director	EUR 30,000	Manual Work Away	EUR 90,000
Manual Working Director	EUR 30,000				
Manual Work Away	EUR 90,000				
Operative Cover B - Public Liability					
Minimum and Deposit Premium:	EUR 2,250.00				
Minimum and Deposit Percentage:	100%				

Adjustable Bases:	ROI Turnover	EUR 340,000
Operative Cover C - Product Liability		
Minimum and Deposit Premium:	Included within Operative Cover B - Public Liability	
Operative Cover D - Pollution Liability		
Minimum and Deposit Premium:	Included within Operative Cover B - Public Liability	

Total Premium:	EUR 4,500.00
Insurance Premium Levy at 5%:	EUR 225.00
Total Due:	EUR 4,725.00

Notification of Claims or Incidents to:	
Email:	convexclaims@broadspiretpa.co.uk
Phone:	(+352) 27 86 22 76
Signed by:	 For and on behalf of Convex Europe S.A
Dated:	12/04/2022

Endorsements

CNVXCAS165 - Skips and Waste Containers Conditions

The following is a condition of the insurance that the Assured need to meet as the Assured 's part of the contract to which this Endorsement attaches. If the Assured do not meet any of these conditions and that either causes a Claim or contributes to a Claim, the Underwriters may reject that Claim or payment in respect of that Claim could be reduced.

It is a condition of this insurance that in respect of the use, ownership or hiring-in or hiring-out of skips, the Assured must at all times observe and comply with the requirements of the Roads Act, 1993, or any statutory regulations or local byelaws and must take reasonable steps to ensure that:

- a) each skip or waste container is marked with fluorescent markings which are kept clean;
- b) any skip or waste container owned or hired-in or hired-out by the Assured is sited and lit in accordance with any statutory requirements or local authority byelaws. If local byelaws place responsibility on the recipient for this then the Assured must, when hiring-out, bring this requirement to the attention of the recipient; and
- c) no skip or waste container is left at or outside a customer's premises or on any working site without delivery being accepted in writing by or on behalf of the customer, which confirmation is to be retained by the Assured.

All other terms, conditions, exclusions and limitations remain unchanged.

CNVXCAS217 - Working Height (Safety) Conditions Endorsement

The following applies only to Section A - Employers' Liability and Section B - Public Liability and are conditions of the insurance that the **Assured** need to meet as the **Assured** part of this contract to which this **endorsement** attaches. If the **Assured** do not meet any of these conditions and that either causes a claim or contributes to a claim, the **Underwriters** may reject that claim or payment in respect of that claim could be reduced.

It is a condition of this insurance that:

1. the **Assured** must ensure the **Assured**, the **Assureds employees** and all personnel under the **Assureds** control comply with;
 - i) the Work at Height Regulations 2005, for work in the United Kingdom; or
 - ii) part 4 of the Safety, Health and Welfare at Work (General Application) Regulations 2007, for work in the Republic of Ireland;
 or any later law or regulation, with regard to;
 - a) the competence of the people undertaking the work;
 - b) anything to be done before work at height commences, during the work and on completion.
2. when work is being undertaken at a height which exceeds **<5> <metres>** above;
 - i) the ground for external work; or
 - ii) floor level for internal work;
 the **Assured** must ensure that ;
 - a) all personnel are supplied with and wear 'fall arrest' harnesses which are anchored securely to a suitable structure at the appropriate height level to prevent falls and resulting impact with the ground or other surfaces or items beneath; or
 - b) if harnesses are deemed inappropriate for the height concerned, that other suitable fall arrest equipment is used (including but not limited to nets, airbags or other soft landing systems).

All other terms, conditions, exclusions and limitations remain unchanged.

CNVXCAS221 - Working Height Limitation Endorsement (Variable)

The following applies only to Section A - Employers' Liability and Section B - Public Liability.

The **Underwriters** will not **indemnify** the **Assured** against any claim arising out of or in connection with any work undertaken by you at a height which exceeds **15 metre (s)** above;

- i) the ground for external work; or
- ii) floor level for internal work.

All other terms, conditions, exclusions and limitations remain unchanged.

CONX-CAS-267-0421 - Forklift Trucks Conditions

By way of endorsement to the Policy, the Underwriters and the Assured agree that the Forklift Trucks Conditions shall apply only to Operative Cover A - Employers' Liability and Operative Cover B - Public Liability as a condition of this insurance that the Assured must meet as part of this contract to which this Condition attaches :

If the Assured do not meet any of these conditions and that either causes a Claim or contributes to a Claim , the Underwriters may reject that Claim or payment in respect of that Claim could be reduced in the proportion that Underwriters have suffered prejudice from the Assured's failure to comply with this Condition.

1. It is a condition of Operative Cover A - Employers' Liability and Operative Cover B - Public Liability that the use of forklift trucks is subject to the following checks and procedures:
 - a) All operatives of any forklift truck must be at least 18 years old;
 - b) All operatives of a forklift truck must either;
 - i. hold documentation from an accredited training provider confirming completed training of the operative's safe use of forklift trucks; or
 - ii. complete a training course in the safe use of forklift trucks through a training provider accredited by one (1) of the four (4) accrediting bodies who are members of the Accrediting Bodies Association and then complete a refresher course within a periodic five 5 year term from either the date of the operative's initial training programme or the date of the operative's last refresher course, whichever is applicable, and the Assured must retain for its records a copy of the documentation of either clause 1 b i) or ii) as evidence that those verification checks as being carried out for its operatives.
 - c) Whenever a forklift truck is left unattended or not in operation, the operative must either;
 - i. remove the ignition keys from the forklift truck; or
 - ii. ensure the forklift truck is switched off and immobilised, to prevent unauthorised use of the forklift truck;
 - d) All operatives must not allow the carriage of passengers or permit the unauthorised use of any forklift truck as a tool outside of its design and function capabilities; and
 - e) All operatives must engage the forklift truck's safety restraints and procedures whilst the forklift truck is in operation.

This Condition is also subject to the Terms and Exclusions of Operative Cover A - Employers' Liability and Operative Cover B - Public Liability as applicable.

All other terms and conditions of the Policy remain the same and will apply to this Condition, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in the Policy.

CONX-CAS-276-0521 – Hazardous Locations Exclusion (Amended)

By way of endorsement to the Policy, the Underwriters and the Assured agree that the Hazardous Locations Exclusion (Amended) shall apply to Operative Cover B - Public Liability and Operative Cover C - Product Liability section of the Policy as follows:

Exclusion

The following Exclusion is added to the Exclusions Applicable to Operative Cover B - Public Liability and Operative Cover C - Product Liability:

The Underwriters will not indemnify the Assured in respect of any claim arising out of or in connection with any work:

- a) on aprons, hangars, helipads, runways or landing strips;
- b) on aircraft or other aerial devices; or
- c) involving the installation, maintenance, repair and supply of railway tracks or signalling equipment.

This Exclusion is also subject to the Terms and Exclusions of Operative Cover B - Public Liability and Operative Cover C - Product Liability as applicable.

All other terms and conditions of the Policy remain the same and will apply to this Exclusion, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in the Policy.

CONX-CAS-279-0421 - Heat Work Away Exclusion

By way of endorsement to the Policy, the Underwriters and the Assured agree as follows:

1. The following Exclusion is added to Operative Cover B - Public Liability.

The Underwriters will not indemnify the Assured in respect of liability arising out of or in connection with the Application of Heat by the Assured away from the Assured's premises.

2. For the purposes of this Endorsement, "Application of Heat" means the use of tools and equipment the purpose of which is to heat, including the use of:

- a) blow torches, blow lamps, flame guns, hot air guns;
- b) electric oxy-acetylene or other welding or cutting equipment; or
- c) angle grinders (in circumstances where sparks are emitted).

All other terms and conditions of the Policy remain the same and will apply to this Endorsement, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in the Policy.

CONX-CAS-309-0421 - Machinery Condition ROI

By way of endorsement to the Policy, the Underwriters and the Assured agree as follows:

The following applies to Operative Cover A - Employers' and are conditions of the Policy to which this Endorsement attaches that the Assured needs to comply with in order to fulfil the Assured's obligations under the Policy. If the Assured does not meet any of these conditions and that either causes a Claim or contributes to a Claim, the Underwriters may reject that Claim or payment in respect of that Claim could be reduced.

1. The following condition is added to Operative Cover A:

It is a condition of this insurance that all the equipment operated by the Assured's Employees in the course of the Assured's Business must, at all times, be maintained and operated in accordance with the most recent guidance published by the Health & Safety Executive.

Guidance is available via the HSA website: www.hsa.ie.

The available guidance included, but was not limited to:

- a) "Providing and using work equipment safely: A brief guide" www.hsa.ie.
- b) "Health and safety in engineering workshops" www.hsa.ie.
- c) "Safe use of woodworking machinery: Provision and Use of Factories (Woodworking Machinery) Regulation 1972 (as applied to woodworking machinery) - Approved Code of Practice and guidance" www.hsa.ie.

All other terms and conditions of the Policy remain the same and will apply to this Endorsement, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in the Policy.

CONX-CAS-435-0421 - Total Professional Indemnity Exclusion

By way of endorsement to the Policy, the Underwriters and the Assured agree as follows:

1. The following General Exclusion is added to the Policy:

This Policy does not insure, apply to or include any cover for any loss, damage, Claim, cost, expense or other sum directly or indirectly arising out of or relating to:

Professional Indemnity

- a) In respect of liability

- i. for the rendering of a professional service or any omission thereof;
- ii. for any advice, design, plans, specifications, formulae, surveys, directions prepared and/or consultancy work carried out by the Assured

irrespective of whether a fee is charged.

This Exclusion does not apply to Operative Cover A, Employers' Liability.

All other terms and conditions of the Policy remain the same and will apply to this Endorsement, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in the Policy.

CONX-CAS-465-0421 - Proposal Form Subjectivity Condition

By way of endorsement to the Policy, the parties agree as follows:

1. The following condition is added to the Policy:

This Policy is subject to receipt by the Underwriters within 30 days of Policy inception of a completed proposal form satisfactory to the Underwriters. Otherwise, the Underwriters shall be entitled to cancel the Policy by giving seven (7) days' notice to the Assured at the Assured's address shown in the Schedule. In the event of such cancellation, the Assured shall be entitled to a return of premium calculated at a proportional daily rate depending on how long the Policy has been in force unless a loss has arisen for which the Assured seeks cover under the Policy, in which case the Underwriters shall remain entitled to the full premium specified in the Policy. To the extent that this condition conflicts with any other cancellation, notice and premium provision in the Policy, this condition shall prevail.

All other terms and conditions of the Policy remain the same and will apply to this Endorsement, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in the Policy.

CONX-CAS-467-0421 - Confirmed Claims Experience Subjectivity Condition

By way of endorsement to the Policy, the parties agree as follows:

1. The following condition is added to the Policy:

This Policy is subject to receipt by the Underwriters within 60 days of Policy inception of the Assured's claims experience as confirmed by previous insurers, satisfactory to the Underwriters. Otherwise, the Underwriters shall be entitled to cancel the Policy by giving seven (7) days' notice to the Assured at the Assured's address shown in the Schedule. In the event of such cancellation, the Assured shall be entitled to a return of premium calculated at a proportional daily rate depending on how long the Policy has been in force unless a loss has arisen for which the Assured seeks cover under the Policy, in which case the Underwriters shall remain entitled to the full premium specified in the Policy.

To the extent that this condition conflicts with any other cancellation, notice and premium provision in the Policy, this condition shall prevail.

All other terms and conditions of the Policy remain the same and will apply to this Endorsement, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in the Policy.



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