

Cleaning Industry Policy Summary

This document provides a guide to the cover provided. It is however only a summary of the terms of cover and does not contain full details of the insurance policy terms, conditions and exclusions which are contained in the insurance policy itself. You should refer to your own policy document, your schedule (which indicates operative sections) and any endorsements which apply to your own policy for full details of your cover.

This insurance is underwritten by Groupama Insurance Company Limited and handled on their behalf by Camberford Law plc

Type of Insurance	Liability Package
Period of Cover	12 Months

When we mention "you" in this document, we mean The Insured named in the policy and employees, directors and partners.

All Conditions must be complied with by you. Non-compliance may affect our ability to pay Your claims.

PUBLIC AND PRODUCTS LIABILITY		
Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that Contains further Details
<p>This section covers your legal liability to third parties arising out of injury to any persons or physical loss to their property occurring in connection with the Business during the period of insurance within the Territorial Limits (including claimants costs and expenses).</p>	<p>Exclusions:</p> <p>Liability arising in connection with work on or in docks, harbours, railways, watercraft, offshore gas/oil installations, chemical or petro-chemical works, oil/gas refineries & storage facilities, aircraft, airports, airfields, collieries, mines, quarries, power stations and any installation where nuclear processing is undertaken.</p> <p>Liability for the cost of replacing or repairing materials or goods sold or supplied or works executed or materials brought on to site or of rectifying defective workmanship.</p> <p>Liability assumed under a contract/ agreement. (See the extension below).</p> <p>Liability arising out of advice that is given separately for a fee.</p> <p>Fines and penalties. Punitive, exemplary, aggravated, liquidated or multiple damages.</p> <p>Liability for injury to any employee.</p> <p>Liability for work undertaken offshore.</p> <p>Liability arising out of loss of damage to property in the custody or control of or owned by you - other than Employees effects and premises temporarily occupied by you in order that you may carry out work there.</p> <p>Liability in respect of pollution or contamination.</p> <p>Liability arising in connection with watercraft, hovercraft, aircraft and any mechanically propelled vehicle which requires insurance under any road traffic legislation.</p> <p>Liability arising from the failure of any computer or other equipment to correctly recognise/capture the date.</p> <p>Liability for loss of damage to computer hardware or software on which you have been working.</p> <p>Any claim arising out of the use of non-Proprietary Branded Products.</p> <p>Liability arising from the cleaning of kitchen canopies, extraction equipment, ducting or grease traps.</p> <p>Liability arising from any external Builders clean work.</p> <p>Liability arising from the felling or lopping of trees.</p>	<p>Section 1 - Public and Products Liability</p> <p>"employee", "partner", "director" and "territorial limits" are defined in the Definitions section of the policy.</p>

	<p>Liability arising from the cleaning of hospital operating theatres, surgical instruments or clothing or electrical or mechanical medical equipment.</p> <p>Liability arising from work undertaken by independent contractors unless you obtain evidence of their Employers & Public Liability insurance and the cover they have is at least equal to that being provided under this contract.</p> <p>The maximum amount payable in respect of all indemnity under this section in respect of any one occurrence or series of occurrences attributable to one original cause or source will not exceed in the total the Limit of Indemnity.</p> <p>The first £500 of any claim for damage to property is excluded.</p>	
Liability for customers property taken from the customers premises for the purpose of cleaning, renovation or repair.	The maximum Limit that shall be paid under this extension is £10,000 during any period of insurance.	
Damage to carpets, soft furnishings, upholstery and the like caused by any cleaning process undertaken by you or an Employee.		
Indemnity against legal liability arising out of accidental loss or damage to property you are holding on trust for others.	Liability is excluded if you are storing the property for a fee or it is being held by you for the purpose of work being carried out on such property.	
Costs and expenses incurred for representation at any coroners inquest or inquiry in respect of any death.		
Liability under the Defective Premises Act 1972 for owned or leased premises disposed of by you	<p>Liability:-</p> <ul style="list-style-type: none"> • For damage to the premises themselves • If you are entitled to indemnity from another source • Occurring prior to your disposal of the premises 	Public and Products Liability
Liability for legal costs and expenses in defence of prosecution / conviction / appeal under Health & Safety legislation	<p>Liability:</p> <ul style="list-style-type: none"> • for the cost of any penalty, • for costs where indemnity is provided by another source. • arising from deliberate acts 	Public and Products Liability
Liability arising from loss or damage to premises that are leased, hired or rented to you	<p>The first £100 of such damage caused otherwise by fire or explosion.</p> <p>Liability assumed by you under a tenancy or other agreement that would not attach in the absence of such agreement</p>	Public and Products Liability
Liability assumed under contract, where such liability would not have arisen in the absence of such contract or agreement.	<ul style="list-style-type: none"> • Liquidated damages fines or penalties. • Damage to material property against which you are required to effect insurance. • Damage to any property brought to a place for work for the purpose of that contract. 	Public and Products Liability
Liability arising out of mechanically propelled plant whilst being used as a tool of trade.	<p>Liability:</p> <ul style="list-style-type: none"> • in connection with aircraft or water craft. • where indemnity is granted elsewhere. • which is required to be insured under road traffic legislation. 	Public and Products Liability
Indemnity to your Principal for work you carry out under a contract or agreement	<p>For cover to operate:</p> <ul style="list-style-type: none"> • Indemnity would have to have been provided if a claim were made against you • The principal must comply with all terms and conditions of this policy • We must control any claims 	Public and Products Liability "Principal" is defined in the Definitions section
Liability arising from the movement of obstructing vehicles	<p>Damage to such vehicle.</p> <p>Liability for which compulsory insurance is required governing the use of the vehicle.</p> <p>This extension shall not apply when you are carrying out the business of vehicle cleaning or valeting.</p>	Public and Products Liability
Contingent Motor Liability for use of vehicles not belonging to or provided by you when used for the purposes of the business	<p>Liability for:-</p> <ul style="list-style-type: none"> • Damage to the vehicle or its contents • Injury or loss whilst being driven by you • Injury or loss if indemnity is available under any other insurance • Injury to any Employee 	Public and Products Liability "employee", "partner" and "Insured" are defined in the Definitions section of the policy

	<ul style="list-style-type: none"> Injury or loss occurring outside the European Community. 	
General Conditions Applicable		
<p>The following precautions that must be observed in relation to the use of hot air guns, blow torches, welding equipment or flame cutting equipment when away from Your premises:</p> <ul style="list-style-type: none"> They must not be left unattended and are to be switched off immediately after use. There must be a fire extinguisher available. All combustible material is to be kept clear. A fire safety check of the area being worked in must be carried out. 		
Bitumastic products must not be heated in or on any building or roof.		
<p>The following precautions must be taken when using solvents away from your premises:</p> <p>No smoking</p> <p>No item for the application or supply of heat is to be used.</p> <p>All naked flames are to be extinguished</p> <p>Adequate ventilation must be maintained.</p>		
Any kitchen cleaning undertaken must be by a recognised commercial cleaning agent excluding the use of bleach.		
Prior to any digging or underground work you must take all reasonable steps to ascertain the position of all pipes, cables and underground services.		

EMPLOYERS LIABILITY

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that Contains further Details
<p>This section covers your legal liability to your employees arising out of injury or disease that they may sustain during their employment (including claimants costs and expenses).</p> <p>Legal defence costs in defending a claim are also insured, subject to our agreement</p>	<p>Exclusions:-</p> <p>Liability arising from work or visits offshore.</p> <p>Injury involving motor vehicles in circumstances where motor insurance is required by law.</p> <p>Injury arising in connection with work in or on:</p> <ul style="list-style-type: none"> docks, harbours, railways watercraft or offshore gas or oil installations chemical or petro chemical works, oil or gas refineries or storage facilities aircraft airports or airfields colliers mines or quarries power stations any installation where nuclear processing is undertaken. 	<p>Section 2 - Employers Liability</p> <p>"injury" and "offshore" are defined in the Definitions section of the policy</p>
Costs and expenses in connection with prosecutions and appeals against convictions arising under Health & Safety Legislation, subject to our agreement	The cost of any fine or penalty.	Employers Liability
Employees Unsatisfied Damages		
This insurance will indemnify any principal for legal liability arising out of work carried out by you under a contract or agreement so long as indemnity would have been provided had the claim been made against you.	<p>The principal must comply with the terms and conditions of the policy</p> <p>We must have full control of all claims</p>	Employers Liability

LOSS OF KEYS

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that Contains further Details
This section covers sums that you have to pay and the temporary protection of customers premises as a direct result of keys being lost whilst they are in your control.	<p>The limit of indemnity is £50,000 during any one period of insurance.</p> <p>The first £250 of each and every claim.</p>	Section 3 – Loss of Keys

FINANCIAL LOSS

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that Contains further Details
Insurance cover for all sums that you become legally liable to pay as damages, costs and expenses in respect of accidental financial loss.	<p>The first 10% or every loss, subject to a minimum of £500 and a maximum of £5,000.</p> <p>The actual cost of products supplied.</p> <p>Legal Liability assumed under agreement where such liability would not have arisen in the absence of such agreement.</p> <p>Liquidated damages fines or penalties.</p>	Section 4 – Financial Loss

	<p>Libel, slander, patent infringement.</p> <p>Breach of professional duty or service or an error in the estimates or advice given by You for which a fee is charged, or normally charged.</p> <p>Liability arising outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</p> <p>The Limit of Indemnity shown in the Schedule, not exceeding £50,000 during any one period of insurance.</p>	
--	---	--

MISUSE OF CUSTOMERS TELEPHONES		
Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that Contains further Details
Insurance cover for the amount of any loss due to any act of fraud, dishonesty or embezzlement caused by the misuse of customers' telephones by an employee.	<p>The maximum amount payable in respect of the Period of Insurance shall not exceed the amount shown in the Schedule. The maximum available limit is £50,000.</p> <p>The first 10% or every loss, or £250, whichever is greater.</p> <p>Any loss must be discovered within 6 months of the date of loss and notified to the Insurer within this time period.</p>	Section 5 – Misuse of Customers Telephones

GENERAL EXCLUSIONS		
Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that Contains further Details
	Loss damage or liability arising from any incident involving nuclear explosions, radiation or contamination from such incident (other than in respect of Employers Liability insurance)	
	Acts of War or confiscation, nationalisation or requisition of property in times of war	
	Loss damage or liability arising from acts of terrorism (other than in respect of Employers Liability insurance)	
	Any liability arising out of or in connection with asbestos.	

GENERAL CONDITIONS		
Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that Contains further Details
	<p>Information you provide to us must be true and correct. If you do not advise us of important information or give us incorrect information, we may cancel the insurance from its commencement and no claims will be payable.</p> <p>You must take all reasonable precautions to prevent accidents and maintain premises, plant and machinery in a sound condition, select & supervise staff, fulfil requirements of statutory regulations and obligations.</p> <p>Where your insurance risk is increased without our prior agreement, we will not be liable for damage or legal liability</p> <p>Provide all help, assistance and co-operation in connection with any claim.</p> <p>If any claims are dishonest in any respect, all benefit under this policy will be forfeited.</p>	General Conditions

GENERAL CONDITIONS - Continued

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that Contains further Details
	If at the time of a loss or injury, there is other insurance in force covering the same property or liability, we will not be liable for more than our rateable proportion of the claim. you must let us know of any other such insurance.	
	We may cancel this insurance by giving you 30 days notice. If we do so we will return a proportionate amount of premium.	

CUSTOMER SERVICE

This Policy is underwritten by Groupama Insurance Company Limited. The insurance is arranged and administered on behalf of Groupama Insurances by Camberford Law plc. Both Groupama Insurances and Camberford Law are committed to delivering the highest standards of customer care. We have procedures in place to deal with issues that may arise and make the following commitments to you

- We will make sure all the information we give you will be clear, fair and accurate.
- We will always try to be fair and reasonable whenever you need the protection of this Policy.
- We will also act promptly to provide that protection.

If things go wrong

Whilst we will make every effort to maintain the highest standards, we recognise that there may be some occasions when we fail to satisfy the particular requirements of our customers. We therefore have in place procedures to investigate and remedy any area of concern. In such circumstances we promise:

- To acknowledge any formal complaint in 5 days or less.
- To have the issues reviewed by a person of appropriate seniority and authority.
- To identify the person managing your complaint in our original letter of response.
- To respond fully to your concern of complaint within a maximum of 28 days. If for any reason this is not possible, we will write to you promptly to explain why we have been unable to finalise the matter quickly. We will also let you know when we will contact you again.

Please contact the Complaints Department, Camberford Law plc, Lygon House, London Road, Bromley, Kent, BR1 2BA
Tel: 0208315 5000
Fax: 020 8460 2118

If you still feel we have been unable to resolve the matter to your satisfaction then you may write to the Chairman & Chief Executive of Groupama Insurances.

Financial Ombudsman Service

If you are still unhappy following receipt of our final response, you can refer the dispute to the Financial Ombudsman Service who will review your case on an independent basis.

(Please note that the Financial Ombudsman is only able to intervene in respect of personal policyholders or small businesses with a turnover less than £1,000,000).

Financial Services Compensation Scheme

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim and would provide cover for 100% of the first £2000 and 90% of the remainder of the claim without any upper limit. Further information about compensation is available from the FSCS at www.fscs.org.uk or telephone 020 7892 7300.

If you take any of the actions mentioned, it will not affect your right to take legal action

Underwritten by:

Groupama Insurance Company Limited Registered Number 995253
Registered in England Registered Office: Groupama House 24-26 Minorities London EC3N 1DE
www.groupama.co.uk
Member of the Association of British Insurers
Authorised and regulated by the Financial Services Authority.

Administered by:-

Camberford Law plc Registered in England Number 608819
Lygon House 50 London Road Bromley Kent BR1 3RA
www.camberford-law.com
Authorised and regulated by the Financial Services Authority.