

OIM 2011 Combined Liability Insurance Policy

Effected through: Bennett Gould & Partners Limited

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number **B08880XYGENCC** to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear below (all of whom are hereinafter referred to as "Insurers") and in consideration of the premium specified herein, the said Insurers are hereby bound, each for his own part and not for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

THE INSURERS hereby agree to the extent and in the manner hereinafter provided, to indemnify the Insured against loss or damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, damage or liability are proved.

PROVIDED always that:

- 1) the liability of the Insurers shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Insurers;
- 2) This Policy insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.

IN WITNESS whereof this Policy has been signed as follows:

Royal and Sun Alliance plc, AIG Europe Ltd, Aviva Insurance Ltd and Covéa Insurance plc

The subscribing Insurers obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurers that for any reason does not satisfy all or part of its obligations.

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

This Policy is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

In Witness whereof, this Policy has been signed at the place stated and on the date specified in the Schedule on behalf of

Authorised signatory:

Date: 16 January 2014



LIABILITY INSURANCE

1. OPERATIVE CLAUSE

The Insurers will indemnify the Insured against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of the United Kingdom.

This indemnity applies only to such legal liability as defined by each insured Section of this Policy arising out of the Business specified in the Schedule, subject always to the terms, conditions and exclusions of such Section and of the Policy as a whole.

2. DEFINITIONS

For the purpose of this Policy:

- 2.1. The Insured/ You/ Your means:
 - 2.1.1. the person, persons or corporate body named in the Schedule
 - 2.1.2. subsidiary companies of the Insured notified to and accepted in writing by the Insurers.
- 2.2. Business means the business conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and shall include:
 - 2.2.1. the ownership, repair and maintenance of the Insured's own property
 - 2.2.2. provision and management of canteen, social, sports and welfare organisations for the benefit of any Person Employed and medical, fire fighting, and security services
 - 2.2.3. private work undertaken by any Person Employed for any director or partner of the Insured with the prior consent of the Insured.
- 2.3. Injury means death, bodily injury, illness or disease of or to any person.
- 2.4. Damage means loss of possession of or damage to tangible property.
- 2.5. Person Employed means any:
 - 2.5.1. Employee being a person under a contract of service or apprenticeship with the Insured
 - 2.5.2. labour master and persons supplied by him
 - 2.5.3. person employed by labour only sub-contractors
 - 2.5.4. self-employed person under the control of the Insured
 - 2.5.5. person hired to or borrowed by the Insured
 - 2.5.6. person undertaking study or work experience or youth training scheme with the Insured

working for the Insured in connection with the Business.

- 2.6. Product means any tangible property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.
- 2.7. Pollution means pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.
- 2.8. Defence Costs mean costs, fees and expenses incurred by the Insured with the written consent of the Insurers in the defence or settlement of any claim under this Policy.
- 2.9. Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

3. INDEMNITY TO OTHERS

The indemnity granted extends to:

- 3.1. managerial or supervisory Employees of the Insured in their business capacity for legal liabilities arising out of the performance of the Business and any director or partner of the Insured in respect of private work undertaken by any Person Employed for such director or partner with the prior consent of the Insured
- 3.2. the officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such
- 3.3. any person or firm for legal liabilities arising out of the performance of a contract with the Insured constituting the provision of labour only
- 3.4. any principal for legal liabilities arising out of work carried out by the Insured under a contract or agreement in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
- 3.5. the personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

4. CROSS LIABILITIES

Each person or party granted indemnity by this Policy is separately indemnified in respect of claims made against any of them by any other subject to the Insurers' total liability not exceeding the stated Limits of Indemnity.

5. LIMITS OF INDEMNITY

- 5.1. SECTION A – The Insurers' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one claim against the Insured or series of claims against the Insured arising out of one occurrence.
- 5.2. SECTIONS B AND C – The Insurers' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Section in respect of any one occurrence or series of occurrences arising from one originating cause

Provided always that the Limit of Indemnity:

- 5.2.1. under Section B in respect of liability arising out of Pollution applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance
- 5.2.2. under Section C applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance.
- 5.2.3. in respect of Defence Costs, section 6.1.3. Corporate Manslaughter and Corporate Homicide Act 2007, shall not exceed £1,000,000 in all during the Period of Insurance.

6. DEFENCE COSTS

Subject to the written consent and the control of the Insurers and subject to all other Policy Conditions and Exclusions, this Policy will also pay Defence Costs.

Defence Costs include legal expenses:

- 6.1. incurred by or awarded against the Insured arising out of any prosecution of the Insured:
- 6.1.1. for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)
- 6.1.2. for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)
- 6.1.3. incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings, in respect of manslaughter or culpable homicide or alleged manslaughter, or culpable homicide including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007
- 6.2. arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
- 6.3. arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy

Defence Costs will be payable in addition to the Limits of Indemnity except in respect of Section A and in respect of Section 6.1 when the Limit of Indemnity will be inclusive of all Defence Costs unless this Policy is specifically endorsed to the contrary.

7. COMPENSATION FOR COURT ATTENDANCE

In the event of any director, partner or Employee of the Insured attending court as a witness at the request of the Insurers in connection with a claim which is the subject of indemnity under this Policy the Insurers will provide compensation to the Insured at the following rates for each day on which attendance is required:

7.1. any director or partner £250

7.2. any Employee £100

SECTION A – EMPLOYERS' LIABILITY

8. SECTION A – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured and occurring during the Period of Insurance.

9. SECTION A – EXCLUSIONS

This Section does not apply to or include legal liability:

- 9.1. arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits by Persons Employed
- 9.2. incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the Insured by any such insurance or security
- 9.3. arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.
- 9.4. arising out of Terrorism except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of £5,000,000 shall apply.
- 9.5. arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-Limit of Indemnity of £5,000,000 shall apply.

It is a condition precedent to the liability of Insurers that the insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

10. SECTION A – COMPULSORY INSURANCE CLAUSE

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to compulsory insurance of liability to employees.

If however, there has been non-observance of any Policy conditions by the Insured, and the Insurers shall have paid any sum which would not have been paid but for the provisions of such law then the Insured shall forthwith repay such sum to the Insurers.

SECTION B – PUBLIC LIABILITY

11. SECTION B – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance.

12. SECTION B – EXCLUSIONS

This Section does not apply to or include legal liability:

- 12.1. in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.
- 12.2. arising out of or in connection with any Product.
- 12.3. arising out of the ownership, possession or use by or on behalf of the Insured, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:
 - 12.3.1. caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation
 - 12.3.2. arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract
 - 12.3.3. arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation
- 12.4. arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)
- 12.5. for Damage to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the Insured's care, custody or control other than:
 - 12.5.1. clothing and personal effects (including vehicles and their contents) of Employees and visitors
 - 12.5.2. premises (including contents therein) temporarily occupied by the Insured for work therein or thereon but no indemnity shall be granted for Damage to that part of the property on which the Insured is or has been working and which arises out of such work
 - 12.5.3. premises tenanted by the Insured provided always that liability for such Damage is not assumed by the Insured under agreement where liability would not have existed in the absence of the agreement
- 12.6. arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

SECTION C – PRODUCTS LIABILITY

13. SECTION C – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance and arising out of or in connection with any Product.

14. SECTION C – EXCLUSIONS

This Section does not apply to or include legal liability:

- 14.1. in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.
- 14.2. for costs incurred in the repair, reconditioning or replacement of any Product or part thereof which is alleged to be defective
- 14.3. arising out of the recall of any Product or part thereof
- 14.4. arising out of any Product which with the Insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft
- 14.5. arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement
- 14.6. arising from circumstances known to the Insured prior to the inception date of this Insurance.
- 14.7. arising from the failure of any Product to perform its intended function.

GENERAL EXCLUSIONS

15. EXCLUSIONS APPLICABLE ONLY TO SECTIONS B & C

Sections B and C do not apply to or include legal liability:

- 15.1. arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage
- 15.2. arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
- 15.3. arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the Insured demonstrates that such Pollution;
 - 15.3.1. was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance
 - 15.3.2. was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution

Provided always that all such Pollution which arises out of one incident shall be considered for the purposes of this Policy to have occurred at the time such incident takes place and that Insurers total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance.
- 15.4. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 15.5. directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of Terrorism. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.
- 15.6.
 - a. directly or indirectly occasioned by, happening through, arising out of, resulting from or In connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - b. any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - c. any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

- 15.7 directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- 15.8 arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.
- 15.9 Directly or indirectly resulting from, or in consequence of any travel package arrangement.

16. EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

This Policy does not apply to or include legal liability:

- 16.1. directly or indirectly caused by or contributed to by or arising from:
 - 16.1.1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 16.1.2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- Provided that in respect of claims arising out of Injury which form the subject of Indemnity under Section A this Exclusion shall only apply to liability:
- a) of any party to whom Indemnity is granted under Clause 3.4. (or their personal representatives)
 - b) assumed by the Insured by agreement which would not have attached in the absence of such agreement
- 16.2. for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever
 - 16.3. for the Excess stated in the Schedule in respect of the first amount of each claim arising out of Damage
 - 16.4. which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance.

GENERAL CONDITIONS

17. GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

(Conditions 17.1. to 17.5. are precedent to Insurers' liability to provide Indemnity under this Policy)

- 17.1. The Insured shall give immediate notice in writing to the Insurers of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Insurers may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the Insurers immediately they are received.
- 17.2. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Insurers who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may reasonably require.
- 17.3. The Insurers may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Insurers shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment (unless the Limit of Indemnity is stated to be inclusive of Defence Costs).
- Provided that if the Insurers exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Limit of Indemnity under this Policy then the Insurers will also contribute their proportion of subsequent Defence Costs incurred with their consent as the Limit of Indemnity bears to the amount paid to dispose of a claim.
- 17.4. The Insured shall give notice to the Insurers of any alteration or circumstance which materially affects the risks insured under this Policy and until the Insurers be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium (if any) the Insurers shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.
- 17.5. Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and within 90 days of expiry of the Period of this Insurance declare such particulars as the Insurers require. The premium shall then be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees, the required declaration shall also include remuneration to all persons defined as Persons Employed by this Policy. Failure to declare such particulars to the Insurers shall entitle the Insurers to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.

- 17.6. Any written proposal and/or declaration made by the Insured shall form the basis of this contract of insurance and is deemed to be incorporated herein.
- 17.7. If any claim under this Policy is in any respect fraudulent this Policy shall become void and all benefit hereunder shall be forfeited.
- 17.8. The Insurers may cancel this Policy by giving 30 days' notice in writing of such cancellation to the Insured's last known address.
- 17.9. Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of England. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
- 17.10. All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Insurers to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.
- 17.11. Contract (Rights of Third Parties) Act 1999 Clarification Clause
A person who is not party to this contract of insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

17.12. Data Protection Act 1998

It is understood by the Insured that any information provided to the Insurers regarding the Insured will be processed by the Insurers, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

17.13. Choice of Law and Jurisdiction

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary this insurance Policy shall be subject to English Law.

The indemnity provided by this Policy shall apply only to judgements against the Insured in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and not to judgements obtained elsewhere nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

17.14 Your Right to Cancel

You have the right to cancel the insurance Policy within 14 days of receiving the Policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that You will have received the Policy document upon the day following the date it was posted to the Insured by first class post.

If You do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the Schedule, and no liability whatsoever shall attach to the Insurers in respect of the Policy.

If You do not exercise Your right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the Schedule. You will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at Your written request. Insurers reserve the right not to allow a return of premium.

To exercise Your right to cancel, contact the broker who arranged this cover for You

18. Complaints Procedure

Any enquiry or concern about this Policy should be addressed in the first instance to Your insurance broker.

If You are not satisfied, You may contact Underwriter's Compliance Officer at:

International Insurance Company of Hannover Ltd

1 Arlington Square, Bracknell, Berkshire RG12 0PE

Telephone 01344 397 600 Fax 01344 397 601

If You remain dissatisfied and wish to make a complaint, You may refer the matter at any time to:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Telephone : 0845 080 1800

Email : Complaint.info@financial-ombudsman.org.uk

ENDORSEMENTS

The following clauses are only applicable if referred to in the schedule or if subsequently endorsed hereon:-

The following clauses are only applicable if referred to in the schedule or if subsequently endorsed hereon:-

Endorsement 1 - Bona Fide Sub-Contractors Warranty

It is warranted by the Insured that all sub-contractors that they engage maintain employers' liability and public liability policies that provide:

- Employers' liability coverage with a limit of indemnity of not less than £10,000,000 any one occurrence
- Public liability coverage with an indemnity limit of not less than the limits provided by this Policy
- An indemnity to the Insured as principal

It is further warranted by the Insured that they do not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including but not limited to, the assumption of any liability or potential liability on behalf of any bona fide sub-contractor, or the waiver of any rights of recourse against any bona fide sub-contractor.

Endorsement 2 - Manual Work Away Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A or B, directly or indirectly resulting from or in consequence of manual work undertaken away from the Insured's premises other than delivery and collection.

Endorsement 3 - Total Manual Work Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A or B, directly or indirectly resulting from or in consequence of employees engaged in work of a manual or non-clerical/non-supervisory nature.

Endorsement 4 - Administration of Drugs Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B or C, directly or indirectly resulting from or in consequence of the provision and/ or administration of pharmaceuticals or drugs of any nature.

Endorsement 5 - Abuse Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B, directly or indirectly resulting from or in consequence of abuse of any nature whether direct or indirect.

Endorsement 6 - Heat Work Away Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B, directly or indirectly resulting from or in consequence of the performance of work involving the application of heat other than on premises owned, leased or rented by the Insured.

Endorsement 7 - Bodily Treatment Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B or C, directly or indirectly resulting from or in consequence of the provision of any medical or other bodily treatment, other than first aid treatments.

Endorsement 8 - Loss, Damage or Corruption of Data Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B or C, directly or indirectly resulting from or in consequence of the loss, damage or corruption of any data, held on or created by, any electronic data processing equipment or system.

Endorsement 9 - Tree Root Damage Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B or C that arises from ingress of tree roots or desiccation of the soil caused by trees.

Endorsement 10 - Sporting Participation Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A or B, directly or indirectly resulting from or in consequence of any Injury to any person playing in, training in, or practising any sport.

Endorsement 11 - Damage to Item being Worked Upon Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B or C, directly or indirectly resulting from or in consequence of loss or damage, including shrinkage or discolouration, to articles on which the Insured is or has been working where the loss or damage results from such work.

Endorsement 12 - Burning of Debris Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B, directly or indirectly resulting from or in consequence of the burning of debris.

Endorsement 13 - Proprietary Brands Condition

It is a condition precedent to the liability of Insurers that proprietary brand products only will be used and that these are used and stored in accordance with the manufacturer's instructions.

Endorsement 14 - Height Limit Exclusion (10 metres)

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A or B directly or indirectly resulting from or in consequence of work undertaken by any person employed at a height above 10 metres from the surrounding floor or ground level.

Endorsement 15 - Depth Limit Exclusion (3 metres)

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A or B, directly or indirectly resulting from or in consequence of any work carried out at depths exceeding 3 metres.

Endorsement 16 - Haulage Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in connection with the following:

- Injury or damage caused by the wrongful delivery or the contamination in transit of any load
- Injury or damage caused by the haulage of hazardous goods
- loss of or damage to any goods or their packaging or containers shipped or forwarded by or on behalf of the Insured
- the transportation of goods by road tankers

Endorsement 17 - Libel and Slander Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B or C, directly or indirectly resulting from or in consequence of:

Libel, slander or defamation
Slander of title of goods or other injurious falsehood
Wrongful misrepresentation

Endorsement 18 - Products: Component Part Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C, directly or indirectly resulting from damage to goods to which the Insured's product is an additive or component part.

Endorsement 19 - Emergency Services Notification Condition

It is a condition precedent to the liability of Insurers that all Police, Fire and Ambulance services are notified prior to the commencement of the insured event and that the Insured adheres to all of their recommendations.

Endorsement 20 - Rights of Recourse Condition

It is a condition precedent to the liability of Insurers that full Rights of Recourse are maintained against any manufacturer or supplier with whom they have entered into a legal contract for the provision of products or components.

Endorsement 21 - Waste Disposal Warranty

It is warranted by the Insured that all waste material of any description shall be disposed of at a licensed refuse site in accordance with the terms of such licence.

Endorsement 22 - Live Entertainment and Disco Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of the provision of discos and/or live entertainment of any nature.

Endorsement 23 - Products Liability Claims Made

It is noted and agreed that Section C, Products Liability (Item 13) 'Indemnity' is revised as follows:

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring and notified to Insurers, during the Period of Insurance and arising out of or in connection with any Product during the period of insurance.

Endorsement 24 - Use of Dogs Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of the use of any dog in connection with the business.

Endorsement 25 - Dogs Warranty

It is warranted by the Insured that at all times during which any dog is used in connection with the Business, it shall be kept under physical restraint and (if not adequately tethered or confined) under the control of a competent handler.

Endorsement 26 - Underground Services Condition (Applicable to Section B)

In respect of loss of or damage to cables, pipes or other services located underground, it is a condition precedent to liability that prior to undertaking any digging, boring or excavation, the Insured has:

- taken or caused to be taken all reasonable measures to identify the location of such cables, pipes and services before any work is commenced which may involve a risk of damage. Reasonable measures include contacting the appropriate authorities if there is any possibility that cables, pipes or services are under the site
- retained a written record of the measures that were taken to locate such cables, pipes and services
- conveyed the location of such cables, pipes or services to those who are carrying out such work on behalf of the Insured

Indemnity under this Policy shall be restricted to the actual cost of repair or replacement of such cables, pipes or services as assessed by an independent surveyor and shall not extend to cover any additional costs for loss of use, consequential loss or damage, or penalties and/or fines, which are imposed on the Insured by the relevant authorities as a result of any damage.

Endorsement 27 - Professional Services Exclusion (Applicable to Section B)

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of breach of professional duty or wrongful or inadequate advice, whether a fee is charged or not.

It is hereby noted and agreed that this Exclusion replaces Exceptions to Section B (12.6).

Endorsement 28 - USA and Canada Products Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of any products supplied, including products supplied prior to the inception of this insurance which the Insured knows, or could have reasonably been expected to know, would be used within the United States of America of Canada.

Endorsement 29 - High Risk Location Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with work undertaken on or at any of the following locations or premises:

- refineries, bulk storage or production premises in the oil, gas or chemical industries.
- offshore structures and work underground or underwater.
- aircraft, hovercraft, aerospace systems or watercraft (other than at docks, harbours, boatyards or inland waterways not involving the use of heat).
- railways or airports.

Endorsement 30 - Personal Protective Equipment Condition

It is a condition precedent to the liability of Insurers that the use or wearing of Personal Protective Equipment by any Person Employed is rigorously enforced and that Personal Protective Equipment is supplied to the Person Employed and that a formal record is maintained confirming receipt of such equipment.

Endorsement 31 - Wood-Working Machinery Exclusion

Insurers shall have no liability under Section A of this insurance to provide an indemnity or benefit for any legal liability arising out of or in connection with any claim arising out of or in connection with the Insured's employee's use of fixed wood-working machinery.

Endorsement 32 - Structural Steel Erection Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with any work undertaken by the Insured involving the erection of structural steelwork.

Endorsement 33 - Heat Work Away other than by BFSC Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B, directly or indirectly resulting from or in consequence of the performance of work involving the application of heat other than on premises owned, leased or rented by the insured or work being carried out by Bona Fide Subcontractors.

Endorsement 34 - Welding Away Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with welding or flame-cutting away from the Insured's premises.

Endorsement 35 - Products Exclusion (Applicable to Section C)

It is hereby understood and agreed that this Policy does not indemnify the Insured for Products Liability including all liability for goods and services supplied.

Endorsement 36 - Toxic/Hazardous Goods Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with the carriage, dumping or disposal of toxic, corrosive, explosive and/or hazardous goods by the Insured.

Endorsement 37 - Waste Transfer Station Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with the operation or ownership of waste transfer stations.

Endorsement 38 - Skip Hirers Warranty

It hereby understood and agreed that the following warranty applies to Section B of this Insurance:

It is warranted by the Insured that when skips are left by the Insured on the public highway:

- The Insured will comply with all current Local Authority requirements.
- Skips will be lit during the hours of darkness.

Endorsement 39 - Skip Hire Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out or in consequence of any skip hire and/or supply.

Endorsement 40 - Trackside Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with any work trackside.

Endorsement 41 - Tree Felling Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A or B, directly or indirectly resulting from or in consequence of any tree felling and/or lopping.

Endorsement 42 - Spray Painting Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B, directly or indirectly resulting from or in consequence of spray painting of any nature.

Endorsement 43 - Power Cleaning Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B, directly or indirectly resulting from or in consequence of any work involving sand blasting and/or power cleaning of any nature.

Endorsement 44 - Plant Hire Warranty

It is warranted by the Insured that precedent to the liability of Insurers hereon, all plant and/or equipment hired out will be subject to the following conditions:

- (a) All plant and/or equipment hired out will be subject to the current Contractors Plant Association or Scottish Plant Operators Association Conditions of Hire unless otherwise agreed and a copy of the Insured's standard hiring conditions lodged with Insurers
- (b) All plant and/or equipment is maintained in a safe and sound condition and is examined by the Insured prior to and at the end of each hire period and any defects rectified.

Endorsement 45 - Demolition Sites Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of work carried out on demolition sites.

Endorsement 46 - Landfill Sites Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of the ownership and/or operation of landfill sites.

Endorsement 47 - Participant to Participant Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A or B, directly or indirectly resulting from or in consequence of any Injury caused by the negligent act and/or omission of any participant towards another participant.

Endorsement 48 - Travel Insurance Condition

It is a condition precedent to the liability of Insurers hereon that adequate travel insurance is arranged on each occasion when the Insured persons are travelling outside the United Kingdom.

Endorsement 49 - Amusement Arcade Exclusions

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B or C, directly or indirectly resulting from or in consequence of the following amusements and/or activities:

- (a) Mechanically or electrically powered rides of any nature (other than static coin operated rides).
- (b) Children's playground and/or soft play equipment of any nature.
- (c) Any equipment and/or amusement that involves the kicking and/or punching of any objects.
- (d) Any equipment and/or amusement that involves the throwing and/or firing of projectiles of any nature.
- (e) Any equipment and/or amusement for use outside the Insured's premises.

Clause 50 - Fork-Lift Truck Condition

It is a condition precedent to liability under this Policy that the use of fork-lift trucks is subject to the following procedures:

1. operatives must be at least 18 years of age
2. operatives must
 - a) complete a training course in the safe use of fork-lift trucks through an Accredited Training Provider belonging to one of the five accrediting bodies as recognised by the Health & Safety Executive and
 - b) complete a refresher course within 5 years of the initial training programme and
 - c) the Insured must retain appropriate documentation verifying completion thereof.

Endorsement 51 - Burning and Welding Warranty

The Insured hereby warrants that the following special precautions will be complied with on each occasion of any work involving the use of blow lamps, blow torches, flame guns, hot air guns, electric gas or other welding equipment, or portable grinding equipment:

- (i) All blow lamps, blow torches and flame guns or hot air guns are to be lit in strict accordance with the manufacturer's instructions, not left unattended when lit and extinguished immediately after use;
- (ii) The area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) is to be inspected to establish whether any combustible material (other than the property to be worked upon) is in danger of ignition either directly or by conduction of heat;
- (iii) Wherever practicable, all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material which cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection;
- (iv) Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
- (v) All portable grinders are to be switched on and used in strict accordance with the manufacturer's instructions and switched off when unattended and immediately after use;
- (vi) A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off.
- (vii) Wherever practicable, gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work;
- (viii) Immediately following completion of each period of work and during the period of not less than thirty minutes following completion of each period of work, a thorough and continuous check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition).

*Warranty (vi) is deemed not to apply when the Insured works alone as a sole trader.

Endorsement 52 - Asphalt and Tar Boiler Warranty

The Insured hereby warrants that the following special precautions will be complied with on each occasion of any work involving asphalt or bitumen tar boilers:

- (i) Regulation spill trays are to be used.
- (ii) All tar boilers are to be kept wholly at ground level.
- (iii) The equipment and work is not to be left unattended at any time whilst in use.
- (iv) Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work.
- (v) Immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition).

Endorsement 53 - Gymnasium Condition

It is a condition precedent to liability under this Policy that the use of gymnasiums is subject to the following procedures:

- (a) all equipment is inspected at least once each week and any defects found are repaired immediately;
- (b) the Insured shall ensure that all equipment is used in accordance with the manufacturer's instructions;
- (c) the Insured shall obtain a 'Health & Gym experience questionnaire' from all members and/or participants;
- (d) where the member and/or participant does not have sufficient experience or fitness level, an adequate induction course shall be provided by the Insured for the said member and/ or participant.

Endorsement 54 - Full Repairing Lease Condition

It is a condition precedent to the liability of Insurers that all properties that are owned by the Insured and leased to tenants are subject to agreements (on a full repairing lease basis) that require the tenant to maintain and repair the property.

Endorsement 55 - Deep Fat Fryer Condition

It is a condition precedent to the liability of Insurers that for any oil and fat frying and cooking ranges and equipment:-

- (a) all flues, cooker hoods, grease traps and filters are cleaned not less than once a week and the ducting must be steam cleaned or chemically cleaned along its entire length at intervals not exceeding 6 months
- (b) multi-purpose fire extinguishers or other materials suitable for extinguishing oil and fat fires are maintained ready for immediate use together with fire blanket
- (c) thermostatic temperature control or cut-out devices are fitted
- (d) oil sumps are emptied weekly
- (e) the extractor fan and frying range be serviced annually and a service report be available for inspection by the Insurers
- (f) a non-combustible receptacle be used to store waste and batter scraps and removed from the premises at the end of each frying session
- (g) for an oil or gas fired range, a flame cut-off must be fitted to the hood and ducting must not have been installed within 150mm of any combustible material.

Endorsement 56 - Printers Exclusion

Insurers shall have no liability under this insurance to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of any Injury, death, disease, illness or nervous shock, loss, destruction or damage arising from:

- (a) the slow sporadic rotation or intermittent movement of a machine intended to place it more advantageously for cleaning or repair whilst guards are removed

- (b) the use of Toluene Di-isocyanate (TN) or other volatile Isocyanates.

Endorsement 57 - Mobile Telephone Equipment Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C, directly or indirectly resulting from or in consequence of any Radio-Frequency Radiation or Electromagnetic Radiation from any Product Supplied.

Endorsement 58 - Boating Lake Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B or C in consequence of the hiring of motorised boats or any water craft exceeding 5 metres in length.

In connection with the hiring out of non-mechanically propelled boats this Policy shall only provide an indemnity, if:

- a) lifesaving equipment and means of summoning emergency assistance are available at all times,
- b) all boats are inspected every morning and any boats which are or become defective are removed from use until such defects are remedied,
- c) life jackets are available for use by hirers of sailing boats at no extra charge and all hirers are required to wear such jackets,
- d) a motorised rescue boat in good working order will be available at all times and in this connection coverage extends to indemnify the Insured in respect of use of such rescue or safety boat provided that such boat is only used by the Insured or their employees.

Endorsement 59 - Swimming Pool and Exercise Area Condition

In the event there is a swimming pool, poolside area and/or exercise room at the insured premises, then it is condition precedent to Underwriter's liability that:

- access to these facilities is offered to residents only
- all equipment is maintained and serviced in accordance with the manufacturer's instruction
- appropriate safety signs are provided where necessary that give instructions on the safe use of the pool and/ or equipment
- all equipment is structurally safe being operated and maintained in a safe manner, compliant with the relevant sections of the Health and Safety at Work etc. Act 1974
- users are made fully aware of the pool rules and the need to be responsible for their own safety
- in the absence of a lifeguard, a member of staff is designated as "on call" to respond immediately to any alarm and deal with any emergency. It is essential that such staff are trained in pool rescue, first aid and cardiopulmonary resuscitation (CPR) techniques
- a written safety procedure is displayed at the entrance, changing rooms and poolside. The notice should include (but not be limited to) the following information:-
 - The times when the pool is open

- A clear warning if the pool does not have a lifeguard
- Children (under 15 years of age) do not use the pool without adult supervision
- Non swimmers should not bathe alone
- Locations and use of the rescue equipment
- Location and use of the emergency telephone/alarm and instructions to its use in an emergency

Endorsement 60 - Safety Harness Warranty

It is warranted by the Insured that all persons employed shall be issued with and shall wear fall-arrest equipment consisting of a full body harness, shock absorbing lanyard and connecting hook which conforms to CEN standards when working at heights exceeding 5 metres above the ground.

This warranty shall not apply when the work area, including any access platform or scaffolding, has edge protection consisting of:

- (a) a main guard rail of at least 910mm above the edge;
- (b) a toe board of at least 150mm high;
- (c) an intermediate guard rail or other barrier so that there is no gap of more than 470mm.

Endorsement 61 - Bona Fide Sub-Contractors Warranty (Amended)

It is warranted by the Insured that all sub-contractors that they engage place Insurance with a recognised "A" rated Standard & Poors / A M Best Insurer and maintain employers' liability and public liability policies that provide:

- Employers' liability coverage with a limit of indemnity of not less than £10,000,000 any one occurrence
- Public liability coverage with an indemnity limit of not less than the limits provided by this policy
- An indemnity to the Insured as principal

It is further warranted by the Insured that they do not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including but not limited to, the assumption of any liability or potential liability on behalf of any bona fide sub-contractor, or the waiver of any rights of recourse against any bona fide sub-contractor.

Endorsement 62 - Product Source Condition

It is a condition precedent to liability under this Policy that all Products are sourced from within the European Union, Australia, United States of America or Canada only or have an EU Safety accreditation.

Endorsement 63 - Abseiling and Cradlework Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of work involving the use of abseiling equipment or cradles by the Insured.

Endorsement 64 - Legionnaires Exclusion

Insurers shall have no liability under Sections B and C of this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from the spread or contraction of legionnaire's disease.

Endorsement 65 - Second Hand and Reconditioned Product Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C, directly or indirectly resulting from the sale or supply of second hand or reconditioned Products.

Endorsement 66 - Work Above Ground Level Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A or B directly or indirectly resulting from or in consequence of work undertaken from above the surrounding floor or ground level by any person employed.

Endorsement 67 - Aerial and Underwater Filming Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of work involving aerial or underwater filming or photography.

Endorsement 68 - Removal and Movement of Vehicle Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of work involving the removal or movement of third party vehicles by the Insured.

Endorsement 69 - Firework and Bonfire Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of fireworks or bonfires.

Endorsement 70 - Underground Cabling Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B, directly or indirectly resulting from or in consequence of any work involving the laying of underground cables.

Endorsement 71 - Work in a Confined Space Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of any work undertaken in a confined space, as defined by the Confined Space Regulations 1997.

Endorsement 72 - Heat Work Away Other than Soldering Iron Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B, directly or indirectly resulting from or in consequence of the performance of work involving the application of heat other than on premises owned, leased or rented by the Insured, and other than with the use of soldering irons.

Endorsement 73 - Aerial Erection above 5 metres Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A or B directly or indirectly resulting from or in consequence of work undertaken by any person employed when installing or erecting aerials or satellite receiving equipment at a height above 5 metres from the surrounding floor or ground level.

Endorsement 74 - Spectator Stand Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B, directly or indirectly resulting from or in consequence of the sale, supply, hire and/ or erection of spectator stands.

Endorsement 75 - Venue Hire Condition

It is a condition precedent to liability under this Policy that any venue hired by the insured maintains Public Liability insurance with a minimum limit of indemnity of £1,000,000.

Endorsement 76 - Filleting Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising from the manual filleting of fish.

Endorsement 77 - Fishing Lake Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B, directly or indirectly resulting from or in consequence of:

- fishing from boats
- fishing by individuals who are under the age of 15, unless accompanied by an adult.

Endorsement 78 - Sun Bed and Solarium Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B or C, directly or indirectly resulting from or in consequence of the use, sale or supply of sun beds or solariums.

Endorsement 79 - Permit to Work Condition

It is a condition precedent to the liability of Insurers that that prior to the commencement of work the Insured shall obtain their principals written instructions for the work to be carried out and that following completion the principal's written confirmation of acceptance is obtained.

Endorsement 80 - Tyre Fitting Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of the fitting of tyres.

Endorsement 81 - Use of Firearms Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of the use of firearms.

Endorsement 82 - Products: Animal Feed Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C, directly or indirectly resulting from the sale or supply of animal feed.

Endorsement 83 - Dangerous Dogs Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B or C, directly or indirectly resulting from the use, sale, supply or care of dogs defined as dangerous by the Dangerous Dogs Act 1991 or subsequent legislation.

Endorsement 84 - Pollution Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B and C, directly or indirectly resulting from Pollution.

Endorsement 85 - Product Manufacture/ Alteration/ Blending/ Packaging/ Labelling Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B and C, directly or indirectly resulting from the manufacture, alteration, blending, packaging or labelling of any Product.

Endorsement 86 - Motorway Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with any work alongside motorways.

Endorsement 87 - Roadside Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with any work alongside any road.

Endorsement 88 - Nightclub Security Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with nightclub security work.

Endorsement 89 - Deliberate/ Belligerent Acts Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising directly or indirectly out of or in connection with any act of assault, battery, wounding or false imprisonment. Furthermore indemnity will not be provided in respect of any intentional, wilful, malicious or criminal act.

Endorsement Clause 90 - Close Protection Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising directly or indirectly out of or in connection with any close security protection.

Endorsement Clause 91 - Scuba and Sub Aqua Equipment Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of the use of scuba or sub aqua equipment.

Endorsement Clause 92 - Vending Machine Dispatched Product Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C, directly or indirectly resulting from goods dispatched by vending machines owned or operated by the Insured.

Endorsement 93 - Health and Safety Policy Condition

It is a condition precedent to the liability of Insurers that the Insured has an up to date Health and Safety Policy in force and that it is communicated to, and acknowledged by, all employees.

Endorsement 94 - Spraying Condition

It is a condition precedent to the liability of Insurers that whenever the Insured or nominated Employee is undertaking spraying or using the spray booth, the following precautions are complied with on each occasion:-

- There be a fan to each booth which exhausts to the open and is always in operation whilst spraying is in progress and for 15 minutes after the spraying has ceased.
- Double globes are provided to all electrical lamps.
- All electric switches must be placed outside and well clear of the spraying booths.
- All spraying booths must be cleaned down at least once a week to remove all deposits thereon.
- No heating appliance involving the use of flame (fire or gas) or exposed electric elements are allowed to be used in or near to the spray booth.
- No smoking or naked lights are to be allowed.
- No cellulose or cellulose varnish be stored except a sufficient quantity for one day's use only.
- All cellulose paints, thinners and other inflammable liquids be kept in a brick or steel cabinet, securely locked and only sufficient quantity for one day's use be removed from such brick or steel cabinet.

Endorsement 95 - Second hand, remoulded, re cut tyre Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C, directly or indirectly resulting from the supply of tyres that are used, part-worn, remoulded, re-cut, second-hand or have been involved in any process that involves the removal of rubber from the tyre.

Endorsement 96 - Public Access Condition

It is a condition precedent to the liability of Insurers that any authorised visitor allowed access to the trade premises must be directed to a 'safe area' designated for public use away from the area in which vehicles are worked upon.

Endorsement 97 Hazardous Work Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with work involving

- a) any work of demolition except demolition solely undertaken with hand held tools and of structures not exceeding 5 metres in height when such work forms an ancillary part of a contract for construction alteration or repair
- b) the construction alteration maintenance or repair of bridges viaducts towers, steeples spires pylons chimney shafts blast furnaces mines dams reservoirs ships docks or tunnels or similar structures
- c) underpinning pile driving quarrying tunnelling or water diversion
- d) the use of explosives

Clause 98- 15m Height Limit Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A or B directly or indirectly resulting from or in consequence of work undertaken by any person employed at a height above 15 metres from the surrounding floor or ground level.

Clause 99- Play Equipment Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C arising from:

- The use of play equipment owned or operated by the Insured by those over the age of 13.
- use of inflatable play equipment

It is a Condition Precedent to liability under this Policy that all children's play equipment is maintained to a safe standard and that signs are in place notifying parents/ guardians that the equipment is not supervised by the Insured and that children remain the responsibility of their parent/ guardian.

Clause 100- 1m Depth Limit Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section A or B, directly or indirectly resulting from or in consequence of any work carried out at depths exceeding 1 metre.

Clause 101- Removal or weakening of structural support Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B or C directly or indirectly resulting from or in consequence of the removal or weakening of any structural support.

Clause 102- Ex Heat other than Blowlamps Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B, directly or indirectly resulting from or in consequence of the performance of work involving the application of heat other than on premises owned, leased or rented by the Insured, and other than with the use of blowlamps.

Clause 103- Increased excess for Work Above Ground Level (£1000)

The Excess stated in the Schedule is increased to £1000 in respect of the first amount of each claim arising out of Damage resulting from or in consequence of work undertaken from above the surrounding floor or ground level by any person employed.

Clause 104-Increased excess for Water Damage (£2500)

The Excess stated in the Schedule is increased to £2500 in respect of the first amount of each claim arising out of water damage.

Clause 105- Plant Hire Exclusion (cranes, demolishing, excavation and boring plant)

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B or C, directly or indirectly resulting from or in consequence of the hire of cranes, demolition, excavation or boring plant.

Clause 106- Security Operative Warranty

It is warranted by the Insured that all security operatives hold a current Security Industry Licence (SIA).

Clause 107- Increased Spray Drift Excess (£1500)

The Excess stated in the Schedule is increased to £1500 in respect of the first amount of each claim arising out of spray drift.

Clause 109- Excluding Tiling of Swimming Pools

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising directly or indirectly from the tiling of swimming pools.

Clause 110- Damage to Growing Crops Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of Damage to growing crops.

Clause 111- Excavation Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of excavation work, including the digging of swimming pools.

Clause 112- Demolition Exclusion other than using hand held tools

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising directly or indirectly resulting from demolition activities, other than where undertaken solely using hand held tools.

Clause 113- Roofing Exclusion other than by BFSC

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising directly or indirectly from roofing activities other than when undertaken by sub-contractors employed by our Insured who maintain Public Liability Insurance with a limit not less than hereon.

Clause 114- Cleaning of Machinery Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising directly or indirectly from the cleaning of machinery by the Insured.

Clause 115- Loss of Keys/ Loss arising from Failure to Secure Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B or C directly or indirectly resulting from the loss of keys or the failure by our Insured to adequately secure premises.

Clause 116- Animal handling Condition Precedent and Exclusion

- It is a condition precedent to liability under this Policy that when animals are handled by members of the public:
 - the Insured or experienced employee/volunteer is in attendance at all times
 - anti-bacterial dry gels/sprays are to be provided and used prior to and after any member of the public handles or touches any of the animals
 - prominent signs must be displayed advising the public that ' These animals may bite and may carry zoonotic infections if handled'
- Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B or C directly or indirectly resulting from:
 - the handling of tarantulas/ferrets/scorpions/poisonous frogs or toads
 - the handling of animals by children under the age of 5
 - the handling of animals requiring registration under the DWA Act(s)1976 & 1984 or the DWA (Northern Ireland) Order 2004

Clause 117- Hazardous Waste Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from the collection and/ or processing of toxic, notifiable or dangerous waste, and/ or clinical waste, as defined in the Hazardous Waste (England & Wales) Regulations 2005, The Hazardous Waste (Northern Ireland) Regulations 2005 and The Special Waste Amendment (Scotland) Regulations 2004.

Clause 118- Vehicle Dismantling and Waste Retrieval Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B or C directly or indirectly resulting from the dismantling of vehicles or retrieval of parts by members of the public.

Clause 119- Public Access Condition Precedent

It is a condition precedent to the liability of Insurers that access to the trade premises by members of the general public, other than third party waste carriers, is prohibited.

Clause 120- Firework Display Condition Precedent and Chinese Lantern Exclusion

It is a condition precedent to the liability of Insurers that the Insured comply with all firework guidance recommendations issued by the Health and Safety Executive*.

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising from the use or release of Chinese Lanterns.

*Details can be obtained at on their website @ www.hse.gov.uk/explosives/fireworks

Clause 121- Clause Rip and Tear Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising directly or indirectly from

- i. digging out, removing, or replacing any cement or concrete supplied by the Insured
- ii. any claim for rebuilding costs including any loss or expense consequent upon rebuilding which is due to the failure of cement or concrete to fulfil the purpose for which it was applied.

Clause 122- Courier vehicles in excess of 7.5 tonne Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from the ownership possession or use, by or on behalf of the Insured or any persons or party entitled to indemnity of any motor vehicle having a maximum authorised mass exceeding 7.5 Tonnes.

Clause 123 Hauliers' Spillage & Contamination Exclusion

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from

- a) the leakage or spillage of any load whilst being delivered into or discharged from the load carrying vehicle operated by the Insured
- b) the contamination of and/or wrongful delivery to any third party property excluding property in the custody or control of the Insured or Employee

Clause 124- Car Boot Sale Operator's Condition Precedent

It is a condition precedent to the liability of Insurers that all car-boot stall and pitch holders maintain Public Liability coverage with an indemnity limit of not less than the limits provided by this Policy

Clause 125- Parent/ Guardian in attendance Condition Precedent

It is a condition precedent to the liability of Insurers that children are attended by either a parent or a guardian when using the Insured's premises.

Clause 126- Increased excess for Work Below Ground Level (£1500)

The Excess stated in the Schedule is increased to £1500 in respect of the first amount of each and every claim arising out of Damage resulting from or in consequence of work undertaken below floor or ground level by any person employed.

Clause 127- Community Centre Condition Precedent

It is a condition precedent to the liability of Insurers that all hirers of the Insured's premise maintain Public Liability coverage with an indemnity limit of not less than the limits provided by this Policy

Clause 128 – Children's Playground condition.

It is hereby noted and agreed that In the event there is a Children play area at the insured premises, then it is condition precedent to Underwriter's liability that:

- all equipment is maintained and serviced in accordance with the manufacturer's instruction
- appropriate safety signs are provided where necessary that give instructions on the safe use of the equipment.
- all equipment is structurally safe being operated and maintained in a safe manner, compliant with the relevant sections of the Health and Safety at Work etc. Act 1974
- all equipment is supervised by a responsible Adult at all times whilst in use.
- Children (under 12 years of age) do not use the equipment without adult supervision

Clause 129- Carriage of Hazardous Goods Condition

It is a condition precedent to the liability of Insurers

- 1) That all drivers involved in the carriage of hazardous goods-are ADR Licensed
- 2) That the Insured have an appointed Dangerous Goods Safety Advisor (DGSA) either internally or externally.

Clause 130-Haulage Exclusion (Amended)

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in connection with the following:

- 1) The leakage or spillage of any load whilst being delivered into or discharged from any vehicle operated by the Insured
- 2) Injury or damage caused by the wrongful delivery or the contamination in transit of any load
- 3) Injury or damage caused by the haulage of Radioactive Materials or Explosives

Clause 131- Woodworking Machinery Exhaust Ventilation Condition

It is a condition precedent to the liability of Insurers that all woodworking machines are fitted with local exhaust ventilation systems that collect dust outside of the premises.

Clause 132 – Inflatable Equipment

It is a condition precedent to liability of Insurers that when the Insured operates inflatable play equipment that is to be used by members of the public, the equipment must be:

- Inspected annually by a competent person
- Fully secured to the ground as per the manufacturer's guidelines
- All persons shall remove their footwear prior to use
- No food, drink or gum shall be allowed on the equipment
- No person over the age of 14 shall be permitted to use the equipment
- The use of the equipment will at all times be supervised by a person aged 18 or over, who is not under the influence of alcohol or drugs
- All equipment must be used / operated in accordance with Manufacturer's Instructions and Recommendations, including any limitations with regards to height or age.

L133 – Carriage Of Explosives Condition And Radioactive Exclusion

It is a condition precedent to the liability of Insurers that in connection with the carriage by road of more than 200kg or 200 litres at any one time of any one substance which constitutes a potential health fire or explosive hazard that

- the vehicle shall carry the appropriate Transport Emergency Instructions Card (TREM CARD) or similar notification of the nature of the materials carried and action to be taken in the event of an accident
- the driver shall be aware of the action to be taken in the event of a leakage or other potentially hazardous incident and shall have suitable equipment to initially contain any danger and safeguard himself and third parties
- the Insured shall comply with The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2007 or other legislation of similar intent if applicable and any subsequent Acts or Regulations that apply

The policy does not indemnify the insured in respect of the carriage of radioactive materials to which the Ionising Radiations Regulations 1985 or the Radioactive Substances (Carriage of Road) (Great Britain) Regulations 1974 and subsequent Acts &/or Regulations that apply.

L134 - Property Maintenance Condition

It is a condition precedent to Liability of Insurers that no more than 20% of the Insured's total turnover is in respect of the following activities.

- Plumbing, Heating, Gas Fitting or Boiler Servicing.

- Roofing, Re-roofing or Cladding.
- Air Conditioning
- Groundwork or Site Clearance where No demolition work is undertaken.
- Window Fitting.

L135 - Protective Floor Covering Condition Precedent

It is a condition precedent to Liability of Insurers that a Protective floor covering be laid at the site where any treatment indemnified by this Insurance or extension hereto is being carried out.