

POLICY WORDING

Please read carefully and retain



Combined Liability Insurance Policy

Welcome to Intasure Liability Insurance

designed specifically for Liability

Introduction

In return for payment by the Insured to the Insurers of the premium required the insurers will provide the insurance described herein subject to the provisions set out in this Policy.

This policy of insurance is issued in accordance with the authorisation granted under contract to Intasure® and underwritten by Insurers named in the Schedule.

This policy should be read together with the Schedule and any Endorsement(s).

Your premium has been based upon the information shown in the schedule and you should ensure that you are clear which sections of cover you have included, the details of which are shown on your schedule; you understand what each section covers and the restrictions and exclusions that apply; and what your responsibilities are under the policy as a whole.



for and on behalf of Intasure®

Intasure

Oakhurst House
77 Mount Ephraim
Tunbridge Wells
Kent
TN4 8BS

ENQUIRIES: +44 (0)345 073 7137

Monday - Friday 9am - 5.30pm

CLAIMS: +44 (0)345 073 7147 (24 hours)

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The **Policy** has several Sections. Check **Your Schedule** to see which Sections are in force and any clauses or endorsements that are applicable.

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Certification

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number BW0175319 to Arthur J. Gallagher Insurance Brokers Limited trading as Intasure by **Insurers** whose identity is as stated in the **Schedule** and in consideration of the premium specified herein, the said **Underwriters** 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 **UNDERWRITERS** hereby agree to the extent and in the manner hereinafter provided, to indemnify **The Insured** against **Damage** sustained or legal liability for accidents happening during the **Period of Insurance** stated in the **Schedule**, after such **Damage** or liability are proved.

PROVIDED always that:

- 1) the liability of the **Underwriters** 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 **Underwriters**;
- 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:

100% with Argenta Syndicate 2121 at Lloyd's.

The subscribing **Underwriters** 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 **Underwriters** are not responsible for the subscription of any co-subscribing **Underwriters** 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 as soon as practicable 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 the **Insurers** as stated in the **Schedule** by

Arthur J. Gallagher Insurance Brokers Limited trading as Intasure
Oakhurst House
77 Mount Ephraim
Tunbridge Wells
Kent, TN4 8BS



Authorised signatory

Insurance Act 2015

Insurance Act 2015 - Remedies for breach of the duty of fair presentation

- 1) If, prior to entering into this insurance contract, **The Insured** shall breach the duty of fair presentation, the remedies available to the **Insurer** are set out below.
 - a) If **The Insured's** breach of the duty of fair presentation is deliberate or reckless:
 - i) The **Insurer** may avoid the contract, and refuse to pay all claims; and,
 - ii) The **Insurer** need not return any of the premiums paid.
 - b) If **The Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Insurer's** remedy shall depend upon what the **Insurer** would have done if **The Insured** had complied with the duty of fair presentation:
 - i) If the **Insurer** would not have entered into the contract at all, the **Insurer** may avoid the contract and refuse all claims, but must return the premiums paid.
 - ii) If the **Insurer** would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the **Insurer** so requires.
 - iii) In addition, if the **Insurer** would have entered into the contract, but would have charged a higher premium, the **Insurer** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.
- 2) If, prior to entering into a variation to this insurance contract, **The Insured** shall breach the duty of fair presentation, the remedies available to the **Insurer** are set out below.
 - a) If **The Insured's** breach of the duty of fair presentation is deliberate or reckless:
 - i) The **Insurer** may by notice to **The Insured** treat the contract as having been terminated from the time when the variation was concluded; and,
 - ii) The **Insurer** need not return any of the premiums paid.
 - b) If **The Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Insurer's** remedy shall depend upon what the **Insurer** would have done if **The Insured** had complied with the duty of fair presentation:
 - i) If the **Insurer** would not have agreed to the variation at all, the **Insurer** may treat the contract as if the variation was never made, but must in that event return any extra premium paid.
 - ii) If the **Insurer** would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the **Insurer** so requires.
 - iii) If the **Insurer** would have increased the premium by more than it did or at all, then the **Insurer** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.
 - iv) If the **Insurer** would not have reduced the premium as much as it did or at all, then the **Insurer** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{reduced total premium}) \times 100$.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

How to use your Policy

YOUR POLICY

Here is **Your** new **Policy** containing details of the cover **You** have arranged. We have made every effort to make our intentions clear. Please read **Your Policy** carefully and if **You** have any queries we will be pleased to help **You**.

We aim to provide a high level of service and to pay claims fairly and promptly within the terms set out in the **Policy**.

WHAT COVER IS INCLUDED?

The **Policy** is divided into a number of different Sections. To find which Sections are in force **You** should check **Your Schedule**, the document enclosed with the **Policy**. The **Schedule** also tells **You** how much **You** are insured for under each Section.

IF YOU HAVE A QUERY

If **You** have any queries or concerns regarding this **Policy** **You** should contact us using telephone numbers at the beginning of this **Policy** wording.

CANCELLATION INFORMATION

You have the right to cancel the insurance **Policy** 30 days from the day after receipt of the documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purpose of this cancellation clause, it will be deemed that **You** will have received the **Policy** documents upon the day following the date it was emailed / posted to **You**.

Once cover has commenced outside the 30 day period, **You** may cancel **Your Policy** at any time and will receive a pro-rata refund. The pro-rata refund will consist of a deduction for the period of cover and any fees paid. This will also be subject to no claims having either been paid, reported or outstanding.

For the **Insurer's** cancellation rights, please refer to 17.8 of **Your Policy** wording.

USING THE HELPLINES

The telephone numbers of the Helplines are shown on the inside front cover of this document.

HOW TO MAKE A CLAIM

To make a claim, first read the **Policy** and **Schedule** to check that **You** are covered. To register a claim please contact Intasure on 0345 111 0672. Or **You** may write to:

Intasure, Oakhurst House, 77 Mount Ephraim, Tunbridge Wells, TN4 8BS.

YOUR RESPONSIBILITIES

We will expect **You** to comply with all terms and conditions.

EMPLOYERS' LIABILITY TRACING OFFICE (ELTO) AND YOUR DATA

Your Policy details will be added to the Employers Liability Database, managed by the Employers Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the Employers' liability insurer of an employer at a particular point in time.

- **You** can find out more;
- by contacting us; or,
- at www.elto.org.uk.

EMPLOYERS LIABILITY INSURANCE - MANDATORY INFORMATION REQUIRED

You must provide us with the following information for each entity insured under this section of the **Policy**:

1. Employer name; and
2. Full address of employer including postcode; and
3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, you must provide us with one of the following reasons:

- a. The entity has no employees; or
- b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- c. The entity is not registered in England, Wales, Scotland or Northern Ireland.

You must inform us as soon as practicable of any changes to the above information. This information is required by us to enable compliance with mandatory regulatory requirements for Employers' liability insurance.

FRAUDULENT CLAIMS

- 1) If **You** make a fraudulent claim under this **Policy**, We:
 - a) Shall not be liable to pay the claim; and
 - b) May recover from **You** any sums paid by Us to **You** in respect of the claim; and
 - c) May by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.
- 2) If We exercise Our rights under clause (1)(c) above:

How to use your Policy

- a) We shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b) We need not return any of the premiums paid.

Nothing in this clause is intended to vary the position under the Insurance Act 2015.”

SEVERAL LIABILITY

The liability of the **Insurers** is several and not joint and is limited solely to the extent of their individual proportions as shown in the **Schedule**. The **Insurers** are not responsible for the subscription of any co-subscribing Insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

GOVERNING LAW

This **Policy** shall be governed by and construed in accordance with the laws of England and Wales.

The Insured having submitted the Proposal to the **Insurer** which it is agreed shall be the basis of, and be incorporated into, this **Policy** and in consideration of the Premium paid or to be paid by **The Insured**, the **Insurer** agrees to indemnify **The Insured**, subject to the terms, conditions, exclusions and limitations in this **Policy**.

LIABILITY INSURANCE

1. OPERATIVE CLAUSE

The **Underwriters** 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 **Underwriters**.
- 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 **Underwriters** in the defence or settlement of any claim under this **Policy**.
- Defence Costs** include legal expenses:
- (a) incurred by or awarded against **the Insured** arising out of any prosecution of **the Insured**:
 - i. for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)
 - ii. 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)
 - iii. 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
 - (b) arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
 - (c) 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**
- 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

LIABILITY INSURANCE

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.

2.10. Insurers / Underwriters

Means Argenta Syndicate 2121 at Lloyd's

2.11. Excess

Means amount shown in the **Schedule** to any Section of this **Policy** being the amount of each and every claim which is not covered and for which **you** are considered to be **your own Insurer**

2.12. Endorsement

Means any amendments relating to the insurance provided by this **Policy** which are

- (1) not within the **Policy** but attached to any **Schedule** issued by the **Insurers** or
- (2) within the **Policy** and stated in the **Policy Schedule** as applying to this **Policy**

2.13. Geographical Limits

Means United Kingdom Great Britain, the Channel Islands and the Isle of Man.

2.14. Period of Insurance

Means **Period of Insurance** stated in the **Policy Schedule** and any subsequent period for which premium payment is made by **you** and is accepted by the **Insurers**.

2.15. Policy

Means **Policy** wording together with all **Schedules** Endorsements and notices attached or issued by the **Insurers**

2.16. Premises

Means address of **Premises** stated in the **Schedule** to each Section insured by this **Policy** but where no **Premises** are so stated the address of **Premises** shall be as stated in the **Policy Schedule**

2.17. Products

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** from or within the **Geographical Limits** in connection with the **Business**.

2.18. Schedule

Means most current **Schedule** issued to **you** by the **Insurers**.

2.19. Temporary Employment

A **Person Employed** for less than 50 days a year

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 **Underwriters' total liability** not exceeding the stated Limits of Indemnity.

5. LIMITS OF INDEMNITY

- 5.1. SECTION A – The **Underwriters'** 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.

LIABILITY INSURANCE

5.2. SECTIONS B AND C – The **Underwriters'** 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 **Underwriters** 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 **Underwriters** in connection with a claim which is the subject of indemnity under this **Policy** the **Underwriters** 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

Your Schedule tells You if this Section is in force.

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** within the **Geographical Limits** 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 **Underwriters** 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 **Underwriters** 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 **Underwriters**.

Section B - PUBLIC LIABILITY

Your Schedule tells You if this Section is in force.

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.

12.7. 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**.

Section C - PRODUCTS LIABILITY

Your Schedule tells You if this Section is in force.

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 (applicable only to Sections B & C)

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 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 **Underwriters** 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 Insurance**.
- 15.4. 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**.
- 15.5. 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.

- 15.6. 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.
- 15.7. 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.
- 15.8. Directly or indirectly resulting from, or in consequence of any travel package arrangement.
- 15.9. **Cyber Liability**

Liability arising directly or indirectly out of

- a. loss of alteration of or **Damage** to or
- b. reduction in the functionality availability or operation of
any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of **Your** E-activities

For the purpose of this Exclusion E-activities means any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by **You** or by any person persons partnership firm or company acting for **You** or on **Your** behalf.

GENERAL EXCLUSIONS (applicable only to Sections B & C)

15.10 North America Occurrences

- (i) liability caused by or arising from any operations domiciled or registered in the United States of America or Canada or any territory within their jurisdiction
- (ii) occurrences in respect of which legal action or litigation is brought in a court of law outside north America to enforce a judgement therein whether by way of reciprocal agreement or otherwise.

GENERAL EXCLUSIONS (applicable to all Sections of the policy)

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
 - c) the use of any explosive nuclear weapon or device or the emission discharge dispersal or escape of fissile material emitting a level of radioactivity
 - d) the emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals
 - e) the emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemical synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins)
- 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.

16.5. Sanction Limitation and Exclusion Clause

The **Insurers** shall not be deemed to provide cover and nor shall they be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurers** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

16.6. **Damage** or indemnity against any legal liability directly or indirectly occasioned by happening through or in consequence of

- a) war, invasion, act of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.
- b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

GENERAL CONDITIONS (applicable to all Sections of the policy)

17. GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

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

- 17.1 **The Insured** shall give as soon as practicable notice in writing to the **Underwriters** of any occurrence that may give rise to a claim under this **Policy** and shall give all such additional information as the **Underwriters** may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the **Underwriters** as soon as practicable once 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 **Underwriters** 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 **Underwriters** may reasonably require.
- 17.3 The **Underwriters** 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 **Underwriters** 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 **Underwriters** 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 **Underwriters** 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 **Underwriters** of any alteration or circumstance which materially affects the

risks insured under this **Policy** and until the **Underwriters** 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 **Underwriters** 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 Insurance** declare such particulars as the **Underwriters** 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 **Underwriters** shall entitle the **Underwriters** 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 **Underwriters** may cancel this **Policy** by giving 30 days' notice in writing of such cancellation to **The Insured's** last known address.
- The **Insurers** will only do this for a valid reason (examples of valid reasons are as follows):
- non payment of premium;
 - a change in risk occurring which means that we can no longer provide **You** with insurance cover;
 - non-cooperation or failure to supply any information or documentation we request; or
 - threatening or abusive behaviour or the use of threatening or abusive language.
- 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

GENERAL CONDITIONS (applicable to all Sections of the policy)

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 **Underwriters** 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 **Short Form Privacy Notice**

Intasure is the trading name of Arthur J. Gallagher Insurance Brokers Limited. We are the data controller of any personal information **You** provide to us or personal information that has been provided to us by a third party. We collect and process information about **You** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **Your** information with third parties such as insurers, reinsurers, other brokers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how **Your** information is used and **Your** rights in relation to **Your** information please see our privacy notice at www.intasure.com. If **You** are providing personal data of another individual to us, **You** must tell them **You** are providing their information to us and show them a copy of this notice.

Details of **Your** Insurers Privacy Notice is available at <http://www.argentagroup.com/sites/default/files/PrivacyNotice.pdf>

17.13 **Your Right to Cancel**

You have the right to cancel the insurance **Policy** within 30 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 30 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 **Underwriters** in respect of the **Policy**.

If **You** do not exercise **Your** right of cancellation within the initial 30 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.

Underwriters reserve the right not to allow a return of premium.

To exercise **Your** right to cancel, contact Intasure, who arranged this cover for **You**

17.14 **North America**

In respect of any **Products** which are exported to North America or temporary work or visits to North America:

- a) in respect of claims happening or where a claim is brought in North America all costs and expenses of the claimant and the costs and expenses (incurred by the **Insurers** or with the **Insurers** written consent) of any person entitled to indemnity are included within the Limit of Indemnity stated in the **Schedule**
- b) there will be no indemnity under this policy for fines or penalties for aggravated exemplary or punitive damages and/or any additional damages resulting from the multiplication of compensatory damages against an original **Insured** awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
- c) there will be no indemnity under this policy in respect of any legal liability caused by or arising out of **Pollution** happening in North America or where a claim is brought in a court of law in North America

GENERAL CONDITIONS (applicable to all Sections of the policy)

- d) the **Insurers** will not pay the first £2,500 of any claim
- e) North America shall mean the United States of America or Canada or their territories or possessions or Puerto Rico

ENDORSEMENTS

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

CC 1 - Bona Fide Sub-Contractors Warranty

It is a condition precedent to liability by the Insured that all sub-contractors that they engage maintain a public liability policy that provide:

- 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.

CC 2 - Manual Work Away Exclusion

Underwriters 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.

CC 3 - Total Manual Work Exclusion

Underwriters 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.

CC 4 - Administration of Drugs Exclusion

Underwriters 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.

CC 5 - Abuse Exclusion

Underwriters 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.

CC 7 - Bodily Treatment Exclusion

Underwriters 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.

CC 8 - Loss, Damage or Corruption of Data Exclusion

Underwriters 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.

CC 9 - Tree Root Damage Exclusion

Underwriters 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.

CC 10 - Sporting Participation Exclusion

Underwriters shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections A or B, with respect of "bodily **Injury**" sustained by any person while practicing for or participating in any sports or athletic activity unless the Policyholder is held directly responsible.

CC 11 - Damage to Item being Worked Upon Exclusion

Underwriters 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.

CC 12 - Burning of Debris Exclusion

Underwriters 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.

CC 13 - Proprietary Brands Condition

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

CC 14 - Height Limit Exclusion (10 metres)

Underwriters 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.

CC 15 - Depth Limit Exclusion (3 metres)

Underwriters 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.

ENDORSEMENTS

CC 16 - Haulage Exclusion

Underwriters 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
- the leakage or spillage of any load whilst being delivered into or discharged from any vehicle operated by **The Insured**
- **Injury** or **Damage** caused by the wrongful delivery or the contamination in transit of any load
- **Injury** or **Damage** caused by the haulage of Radioactive Materials or Explosives

CC 17 - Libel and Slander Exclusion

Underwriters 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

CC 18 - Products: Component Part Exclusion

Underwriters 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.

CC 19 - Emergency Services Notification Condition

It is a condition precedent to the liability of **Underwriters** 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.

CC 20 - Rights of Recourse Condition

It is a condition precedent to the liability of **Underwriters** 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.

CC 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.

CC 22 - Live Entertainment and Disco Exclusion

Underwriters 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.

CC 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 **Underwriters**, during the **Period of Insurance** and arising out of or in connection with any **Product** during the **Period of Insurance**.

CC 24 - Use of Dogs Exclusion

Underwriters 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**.

CC 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.

CC 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**.

ENDORSEMENTS

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

Underwriters 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).

CC 28 - USA and Canada Products Exclusion

Underwriters 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 or Canada.

CC 29 - High Risk Location Exclusion

Underwriters 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 work conducted in dry-docks not involving the use of heat).
- railways or airports.

CC 30 - Personal Protective Equipment Condition

It is a condition precedent to the liability of **Underwriters** 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.

CC 31 - Wood-Working Machinery Exclusion

Underwriters 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.

CC 32 - Structural Steel Erection Exclusion

Underwriters 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 with the exception of work involving rolled steel joists in residential properties that do not exceed 8 metres in height.

CC 33 - Heat Work Away other than by BFSC Exclusion

Underwriters 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.

CC 34 - Welding Away Exclusion

Underwriters 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**.

CC 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.

CC 36 - Toxic/Hazardous Goods Exclusion

Underwriters 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**.

CC 37 - Waste Transfer Station Exclusion

Underwriters 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.

CC 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.

CC 39 - Skip Hire Exclusion

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

CC 40 - Tracksides Exclusion

Underwriters 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 tracksides.

ENDORSEMENTS

CC 41 - Tree Felling Lopping Exclusion

Underwriters 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.

CC 42 - Spray Painting Exclusion

Underwriters 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.

CC 43 - Power Cleaning Exclusion

Underwriters 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.

CC 44 - Plant Hire Warranty

It is warranted by **The Insured** that precedent to the liability of **Underwriters** 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 **Underwriters**
- (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.

CC 45 - Demolition Sites Exclusion

Underwriters 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.

CC 46 - Landfill Sites Exclusion

Underwriters 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.

CC 47 - Participant to Participant Exclusion

Underwriters 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.

CC 48 - Travel Insurance Condition

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

CC 49 - Amusement Arcade Exclusions

Underwriters 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**.

CC 50 - Fork-Lift Truck Condition

A 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.

B It is a condition precedent to liability where fork lift trucks are recharged at the **Premises** that;

- a) combustible materials to be kept a minimum of 5 metres clear of the recharging area
- b) no recharging of fork lift trucks whilst the **Premises** are left unattended.

ENDORSEMENTS

CC 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.

CC 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).

CC 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.
- e) The **Insured** shall keep a written record in respect of a) to d) which shall be available for inspection by **Insurers** at any reasonable time

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 bodily **Injury** caused by any martial art or contact sport.

CC 54 - Full Repairing Lease Condition

It is a condition precedent to the liability of **Underwriters** 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.

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CC 55 - Deep Fat Fryer Condition

It is a condition precedent to the liability of **Underwriters** 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.

CC 56 - Printers Exclusion

Underwriters 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.

CC 57 - Mobile Telephone Equipment Exclusion

Underwriters 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 or in consequence of any Radio-Frequency Radiation or Electromagnetic Radiation from any **Product** Supplied.

CC 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:

- 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

CC 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.

CC 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

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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.

CC 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.

CC 63 - Abseiling and Cradlework Exclusion

Underwriters 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**.

CC 64 - Legionnaires Exclusion

Underwriters 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.

CC 65 - Second Hand and Reconditioned Product Exclusion

Underwriters 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**.

CC 66 - Work Above Ground Level Exclusion

Underwriters 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**.

CC 67 - Aerial and Underwater Filming Exclusion

Underwriters 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.

CC 68 - Removal and Movement of Vehicle Exclusion

Underwriters 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**.

CC 69 - Firework and Bonfire Exclusion

Underwriters 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.

CC 70 - Underground Cabling Exclusion

Underwriters 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.

CC 71 - Work in a Confined Space Exclusion

Underwriters 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.

CC 72 - Heat Work Away Other than Soldering Iron Exclusion

Underwriters 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.

CC 73 - Aerial Erection above 5 metres Exclusion

Underwriters 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.

CC 74 - Spectator Stand Exclusion

Underwriters 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.

CC 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.

CC 76 - Filleting Exclusion

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

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CC 77 - Fishing Lake Exclusion

Underwriters 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.

CC 78 - Sun Bed and Solarium Exclusion

Underwriters 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 use of sun beds or solariums.
- Section C, directly or indirectly resulting from or in consequence of the use, sale or supply of sun beds or solariums.

CC 79 - Permit to Work Condition

It is a condition precedent to the liability of **Underwriters** 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.

CC 80 - Tyre Fitting Exclusion

Underwriters 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.

CC 81 - Use of Firearms Exclusion

Underwriters 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.

CC 82 - Products: Animal Feed Exclusion

Underwriters 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.

CC 83 - Dangerous Dogs Exclusion

Underwriters shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections A, 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.

CC 84 - Pollution Exclusion

Underwriters 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**.

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

Underwriters 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**.

CC 86 - Motorway Exclusion

Underwriters 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.

CC 87 - Roadside Exclusion

Underwriters 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.

CC 88 - Nightclub Security Exclusion

Underwriters 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, bar, festival, door security work.

CC 89 - Deliberate/ Belligerent Acts Exclusion

Underwriters 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.

CC 90 - Close Protection Exclusion

Underwriters 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.

CC 91 - Scuba and Sub Aqua Equipment Exclusion

Underwriters 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.

CC 92 - Vending Machine Dispatched Product Exclusion

Underwriters 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**.

CC 93 - Health and Safety Policy Condition

It is a condition precedent to the liability of **Underwriters** 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.

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CC 94 - Spraying Condition

It is a condition precedent to the liability of **Underwriters** 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.

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

Underwriters 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.

CC 96 - Public Access Condition

It is a condition precedent to the liability of **Underwriters** 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.

CC 97 - Hazardous Work Exclusion

Underwriters 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

CC 98 - 15m Height Limit Exclusion

Underwriters 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.

CC 99 - Play Equipment Exclusion

Underwriters 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.

CC 100 - 1m Depth Limit Exclusion

Underwriters 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.

CC 101 - Removal or weakening of structural support Exclusion

Underwriters 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.

CC 102 - Excluding Heat other than Blowlamps Exclusion

Underwriters 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 with the use of blowlamps away from the **Premises**.

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CC 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**.

CC 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**.

CC 105 - Plant Hire Exclusion (cranes, demolition, excavation and boring plant)

Underwriters 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.

CC 106 - Security Operative Warranty

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

CC 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.

CC 109 - Excluding Tiling of Swimming Pools

Underwriters 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.

CC 110 - Damage to Growing Crops Exclusion

Underwriters 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.

CC 111 - Excavation Exclusion

Underwriters 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.

CC 112 - Demolition Exclusion other than using hand held tools

Underwriters 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, unless undertaken solely using hand held tools.

CC 113 - Roofing Exclusion other than by Bona Fide Sub-contractors

Underwriters 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.

CC 114 - Cleaning of Machinery Exclusion

Underwriters 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**.

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

Underwriters 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**.

CC 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'
- **Underwriters** 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 Dangerous Wild Animals Act 1976; the Dangerous Wild Animals Act 1976 (Modification) Order 1984; OR the Dangerous Wild Animals (Northern Ireland) Order 2004.

CC 117 - Hazardous Waste Exclusion

Underwriters 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

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Hazardous Waste (England & Wales) Regulations 2005, The Hazardous Waste (Northern Ireland) Regulations 2005 and The Special Waste Amendment (Scotland) Regulations 2004.

CC 118 - Vehicle Dismantling and Waste Retrieval Exclusion

Underwriters 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.

CC 119 - Public Access Condition Precedent

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

CC 120 - Firework Display and Chinese Lantern Exclusion

Underwriters 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 or Fireworks Displays.

CC 121 - Clause Rip and Tear Exclusion

Underwriters 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.

CC 122 - Courier vehicles in excess of 7.5 tonne Exclusion

Underwriters 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.

CC 123 - Hauliers' Spillage & Contamination Exclusion

Underwriters 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

CC 124 - Car Boot Sale Operator's Condition Precedent

It is a condition precedent to the liability of **Underwriters** 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**.

CC 125 - Parent/ Guardian in attendance Condition Precedent

It is a condition precedent to the liability of **Underwriters** that children are attended by either a parent or a guardian.

CC 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**.

CC 127 - Community Centre Condition Precedent

It is a condition precedent to the liability of **Underwriters** 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**.

CC 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

CC 129 - Carriage of Hazardous Goods Condition

It is a condition precedent to the liability of **Underwriters**

- 1) That all drivers involved in the carriage of hazardous goods are ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road) Licensed

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- 2) That **The Insured** have an appointed Dangerous Goods Safety Advisor (DGSA) either internally or externally.

CC 131 - Woodworking Machinery Exhaust Ventilation Condition

It is a condition precedent to the liability of **Underwriters** that all woodworking machines are fitted with local exhaust ventilation systems that collect dust inside of the **Premises**.

CC 132 - Lock and Key Replacement

Underwriters will indemnify **The Insured** against all sums up to the Limit of Indemnity specified in the **Schedule** which **The Insured** shall become legally liable to pay in the event of their losing keys whilst such keys are in the care, custody or control of **The Insured** or his / her Employee in connection with the **Business**, and this occurs during the **Period of Insurance** and within the Territory.

The loss must necessitate the replacement, changing or alteration of locks not belonging to **The Insured** or his / her Employee.

CC 133 - Misuse of Customers' Telephones

Underwriters will indemnify **The Insured** against all sums up to the Limit of Indemnity specified in the **Schedule** which **The Insured** shall become legally liable to pay due to any act of fraud, dishonesty or embezzlement in connection with the misuse of customers' telephones by an Employee of **The Insured** provided always that

- a) **Underwriters** Liability in respect of the acts of any one Employee shall not exceed the Limit of Indemnity specified in the **Schedule** regardless of the period during which the acts were committed.
- b) **The Insured** shall give all reasonable assistance to **Underwriters** in suing for and obtaining reimbursement from any defaulting Employee of monies paid or payable hereunder and shall deduct from the amount of the claim any monies payable to the defaulting Employee by way of salary or otherwise.
- c) any loss must be discovered and a claim notified to **Underwriters** within 6 months of the incident date(s).

CC 134- Increased Excess for Heat Work (£2,500)

The **Excess** stated in the **Schedule** is increased to £2,500 in respect of the first amount of each and every claim arising out of **Damage** resulting from or in consequence of work involving the application of heat, specifically the use of naked flames / spark generating equipment. This will not apply to the use of hot air guns or heat generating equipment.

CC 135 - Clothing Manufacturers Condition

It is a condition precedent to liability that :

- 1) no garments of material containing rubber or foam plastic be cut out made finished altered or repaired and no rubber solutions solvent benzene naphtha or other mineral or wood spirit be used stored or handled
- 2) no garment fusing processes employing inflammable solvents or flame bonding be carried out
- 3) no electric iron be used which does not feature in integral automatic cut out device and warning lamp

CC136 - Efficacy Exclusion

This **Policy** does not apply to liability caused by the failure or alleged failure or unsuitability of any **Products** supplied or contract work executed to perform correctly their or its intended function

CC138 - Non Germination & Incorrect Labelling Exclusion

Insurers shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 10 or 11, directly or indirectly resulting from or in consequence of

- 1) failure or alleged failure of any seed bulb tuber or cutting supplied to germinate or produce the quality or yield of crops intended.
- 2) Incorrect labelling or packing of seeds bulbs tubers or cuttings.

CC139 - Excluding Tour Operators Liability

Underwriters shall not be liable in respect of **Injury** loss or **Damage** assumed under the EC Directive 90/134 (Article 5), the UK Package Travel Regulations 1992 or any other subsequent amendments.

CC141 - Disclosure and Barring Service Warranty

It is hereby understood and agreed that **The Insured** hereby warrants that all employees must be checked by and registered with the Disclosure and Barring Service (DBS). Failure to comply with this warranty will render the **Policy** inoperative in the event of a claim.

CC143 - Motor Cycle Couriers Exclusion

Underwriters shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from Motor Cycle couriers.

CC144 - Excluding Road Traffic Act

Underwriters 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

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of **The Insured** or any persons or party entitled to indemnity of any motor vehicle for which compulsory insurance or security is required by legislation.

CC147 – Depth Limit (2 meters)

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 2 metres.

CC148 – 30m Height Limit Exclusion

Underwriters 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 30 metres from the surrounding floor or ground level.

CC149 – Physical Intervention Exclusion

Underwriters shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of or in connection from the following:

- a) Assault and Battery or any act or omission in connection with the prevention or suppression of such acts;
- b) Any defence or indemnity in any action or proceeding alleging such **Damage**

This exclusion applies regardless of the degree of culpability or intent

CC150 – Hairdresser/Beautician Treatment Extension

Sections A or B are extended to include legal liability, directly or indirectly resulting from or in consequence of treatment rendered by any qualified Hairdresser, Beautician or Operator..

The Assured is indemnified for a Limit of indemnity up to £50,000 any one claim, in the aggregate

For the purpose of this extension Treatment shall mean:

1. Washing cutting, styling and drying of the hair
2. Tinting, dyeing, bleaching, permanent waving or special treatment of the hair normally carried out by a hairdresser
3. Eyebrow and eyelash plucking, shaping and tinting
4. Manicure and pedicure (but not chiropody) including the application of acrylic coatings
5. Normal hairdressing work on wigs and hairpieces
6. Facial Cleansing, Toning
7. Massage, threading and Waxing

For the purpose of this extension Qualified Hairdresser, Beautician

or Operator shall mean:

Any person 18 years or over who has either:

- a) More than 3 years continuous experience of professional hairdressing or
- b) Completed 2 years technical college training in hairdressing.

Exclusions to Hairdressers section;

Underwriters shall not be liable for any claim arising out of or attributable to:

1. Application by **the Insured** or any one acting on behalf of the **Insured** or use upon **the Insured's** advice or any one acting on **the Insured's** behalf of any lotion, hair dye or other preparation wholly or partly manufactured, produced, mixed or treated in any way by **the Insured** or anyone acting on behalf of **The Insured**.
2. Use contrary to the makers or vendors instructions as regards failure to make the prior skin tests before use and/or subsequent procedures required or recommended by them in respect of any lotion hair dye or other preparation
3. Any Treatment carried out by any person other than a Qualified Hairdresser or Operator except:
 - a) The washing and drying of hair, hairpieces and wigs
 - b) Whilst such person is under the direct and continuous supervision of a Qualified Operator

COMPLAINTS PROCEDURE

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact

The Managing Director

Intasure

Oakhurst House

77 Mount Ephraim

Tunbridge Wells, Kent

TN4 8BS

Tel: +44(0)208 274 6777

Policy Queries Email: admin@intasure.com

Claims Email: claims@intasure.com

In the event that you remain dissatisfied and wish to make a complaint, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

Their address is:

Complaints

Lloyd's

One Lime Street

London

EC3M 7HA

Tel No: +44 (0)20 7327 5693

Fax No: +44 (0)20 7327 5225

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

Definition of an Eligible Complainant

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed £2 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million at the time

of the complaint. The FOS will only consider **Your** complaint if **You** have given Intasure or the underwriter the opportunity to resolve it.

Financial Services Compensation Scheme (FSCS)

All the **Insurers** on the Intasure Commercial Combined Liability **Policy** are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of **Business** or into liquidation and is unable to meet any valid claims against its policies.

You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim..

Further information about the compensation scheme can be obtained from Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Tel: 0800 678 1100 or 020 7741 4100

Website: www.fscs.org.uk

Law applicable to contract

You and the **Insurer** are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of the country in which **You** reside at the date of the contract (or, in the case of a **Business**, the law of the country in which the registered office or principal place of **Business** is situated) will apply.

If **You** are not resident (or, in the case of a **Business**, the registered office or principal place of **Business** is not situated) in England or Wales, Scotland, Northern Ireland, Channel Islands or the Isle of Man the law which will apply is the law of England and Wales.

ENQUIRIES: +44 (0)345 073 7137

Monday - Friday 9am - 5.30pm

CLAIMS: +44 (0)345 073 7147 (24 hours)





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www.intasure.com/business