



FARADAY

# **Liability Insurance Policy**



**CONTENTS**



## INTRODUCTION

This Introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements all form part of this Policy.

In return for the payment of premium stated in the **Schedule**, **We** agree to insure **You** in respect of a valid claim under this Policy as more fully defined in Sections 1 – 4 (as applicable), and as stated in the **Schedule**, subject to this introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

This Policy should be kept in a safe place. **You** may need to refer to it if **You** have to make a claim. It is recommended that **You** retain details of **Your** Employers' Liability Policy for at least 40 years.

Wherever words appear in **Bold** in this Policy they will have the meaning shown in the General Definitions on pages 6-7 or as otherwise stated in any particular section or the **Schedule**.

### IMPORTANT REMINDER

It is important that:

- **You** check that the information **You** have given **Us** is accurate and up to date – See the Customer Service Information section for more details
- **You** must read and understand the Policy including the adequacy of the Limits of Liability
- **You** comply with **Your** duties under each section and under the Policy as a whole
- **You** check that the sections **You** have requested are included in the **Schedule**
- If **You** are uncertain regarding **Your** responsibilities and how they relate to this Policy, **You** should contact **Your** insurance broker in the first instance. For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau or seek independent legal advice from a solicitor.

Signed for and on behalf of Faraday Underwriting Limited  
For and on behalf of Syndicate 435 at Lloyd's



Chris Thorne  
Chief Underwriting Officer

**CUSTOMER SERVICE INFORMATION**

**IMPORTANT INFORMATION ABOUT HOW WE WILL DEAL WITH CLAIMS UNDER THIS POLICY AND THE INFORMATION YOU HAVE GIVEN US. PLEASE READ THIS CAREFULLY.**

**Information You have given us**

In deciding to accept this Policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat **Your** Policy as if it never existed and decline all claims. **We** may not return premium already paid by **You** in this situation.

If **We** establish that **You** provided us with false, incomplete or misleading information, it can adversely affect **Your** Policy and any claim.

For example:

- where **We** could have accepted the risk and offered **You** a Policy but **We** would have charged a higher premium, **We** may only pay a percentage of any claim that **You** make under the Policy. **We** would do this by considering the premium **We** actually charged as a percentage of the higher premium **We** would have charged and then paying **You** the same percentage of any claim.

So, as an example: if the premium **We** actually charged was £250 and the higher premium **We** would have charged was £1,000, then the premium **We** actually charged represents 25% of the higher premium **We** would have charged and **We** shall only pay 25% of any claim;

- **We** may treat this Policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **Your** insurance broker. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance cover when **We** would not otherwise have offered it at all had the risk been fairly presented;
- if **We** would have written the risk on different terms had it been fairly presented, **We** may amend the Policy to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made;
- **We** may cancel **Your** Policy in accordance with its cancellation provisions.

**We** will write to **You** if **We**:

- intend to treat **Your** Policy as if it never existed; or
- amend the terms of **Your** Policy; or
- reduce **Your** claim in accordance with the above.

If **You** become aware that information **You** have given **Us** is inaccurate or incomplete, **You** must inform **Us** without delay.

**About us**

**Your** Policy is underwritten by Faraday Underwriting Limited for and on behalf of Syndicate 435 at Lloyd's. Faraday Underwriting Limited is a limited company registered in England under company number 01682486. The registered office of Faraday Underwriting Limited is:

Faraday Underwriting Limited, Corn Exchange, 55 Mark Lane, London EC3R 7NE

Faraday Underwriting Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation

**Who has arranged Your cover**

Authority and may be found on the Financial Services Register at <https://register.fca.org.uk/>

**Your** Policy has been arranged through Acorn Insurance and Financial Services Limited, who is a limited company registered in England under company number 01636386. The registered office of is:

98 Liverpool Road  
Formby  
Liverpool  
L37 6BS

Acorn Insurance and Financial Services Limited is authorised and regulated by the Financial Conduct Authority and their details may be found on the Financial Services Register at <https://register.fca.org.uk/>

Acorn Insurance and Financial Services Limited acts as agent for **Us** for all matters relating to the performance of HTB0220 16 which grants Acorn Insurance and Financial Services Limited authority to underwrite insurance on **Our** behalf.

**Enquiries**

If **You** have a general enquiry regarding **Your** Policy please contact Acorn Insurance and Financial Services Limited. **You** may wish to do this through **Your** insurance broker whose contact details are shown in the **Schedule**.

**How to make a claim**

If **You** need to report a claim or an incident that may result in a claim please contact Acorn Insurance and Financial Services Limited. **You** may wish to do this through **Your** insurance broker whose contact details are shown in the **Schedule**. There are a number of important conditions in relation to any claim **You** make, please see pages 9-10 for more details.

**Things You must do**

There are conditions contained in this Policy that are conditions precedent to **Our** liability, please refer to General Conditions 1 – 13 on pages 9-10 of this Policy. If **You** breach any of these conditions precedent **We** may deny **Your** claim, or reduce the amount **We** pay **You**.

**Queries and Complaints**

**Our** aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service. If **You** have any about **Your** Policy or the handling of a claim **You** should, in the first instance, contact **Your** insurance broker, whose contact details are shown in the **Schedule**.

In the event that **You** wish to make a complaint, **You** can do so at any time by referring the matter either to **Us** at:

Post: Complaints Manager, Faraday Underwriting Limited, Corn Exchange, 55 Mark Lane, London EC3R 7NE  
Email: [faraday.complaints@faraday.com](mailto:faraday.complaints@faraday.com)

Or the Complaints Team at Lloyd's:

Post: Complaints, Lloyd's, One Lime Street, London EC3M 7HA  
Telephone: 0207 327 5693  
Fax: 0207 327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

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. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR  
Telephone: 0800 023 4 567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the

Email: *same rate as 01 and 02 numbers on mobile phone tariffs in the UK)*  
[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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.financialombudsman.org.uk](http://www.financialombudsman.org.uk). Making a complaint does not affect **Your** right to take legal action.

### Cancellation

**You** can cancel this Policy at any time by contacting **Us** via your insurance broker whose contact details are shown in the **Schedule**. Full cancellation conditions are included in the General Conditions on pages 9-10.

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** cannot pay a claim to **You** under this Policy. If **You** are entitled to compensation under the scheme, how much compensation **You** would receive would depend on the nature of this Policy. **You** can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at [www.fscs.org.uk](http://www.fscs.org.uk)

### Data Protection

#### The basics

**We** collect and use relevant information about **You** to provide **You** with insurance cover and to meet **Our** legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

**Your** information may be shared with, and used by, a number of third parties in the insurance sector including brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

#### Other people's details you provide to us

Where **You** provide **Us** or Your broker with details about other people, for example employees, **You** must provide this notice to them.

#### Your rights

**You** have rights in relation to the information **We** hold about **You**, including the right to access **Your** information held by **Us**. If **You** wish to exercise **Your** rights, discuss how **We** use your information, please use the contact details provided on our full Privacy notice available at the website link below.

#### Want more details?

For more information about how **We** use your personal information and **Your** rights please see our full privacy notice, which is available online at the following location:

<http://www.faraday.com/privacy?c=n>

If **You** are unable to obtain the notice via our website, please ask **Your** broker to contact **Us** and **We** will provide the notice to **You** in a different format.

### Headings

The section headings used in this Policy are for reference purposes only and shall not affect the meaning or interpretation of this Policy.

## GENERAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters within the Policy the **Schedule** and Endorsements and Extensions.

<b>Business</b>	<p>means the business as described in the <b>Schedule</b> and shall include:</p> <ul style="list-style-type: none"> <li>• the ownership, repair and maintenance of <b>Your</b> business property;</li> <li>• the provision and management of canteen, social, sports and welfare activities for <b>Your</b> benefit or the benefit of <b>Your Employees</b>;</li> <li>• the provision and management of first aid, fire, security and ambulance services;</li> <li>• the performance of private duties carried out by <b>Your Employees</b> with <b>Your</b> written consent for any of <b>Your</b> principals, including directors, partners, or senior officials,</li> </ul> <p>and no other <b>Business</b> for the purposes of this Policy.</p>
<b>Data Protection Legislation</b>	<p>means the General Data Protection Regulation EU 2016/679 ("<b>the GDPR</b>") and/or the Data Protection Act 2018.</p>
<b>ELTO</b>	<p>means the Employers' Liability Tracing Office or any successor body or bodies to it.</p>
<b>Employee</b>	<p>means:</p> <ul style="list-style-type: none"> <li>• any person under a contract of service or apprenticeship with <b>You</b>;</li> <li>• any labour master or labour only sub-contractor or person supplied by any of them;</li> <li>• any self-employed person;</li> <li>• any person under a contract of service or apprenticeship with another employer and who is hired to, or borrowed by, <b>You</b>;</li> <li>• any person participating in any government or otherwise authorised work experience, training, study exchange or similar scheme;</li> <li>• any volunteers,</li> </ul> <p>whilst working for <b>You</b> in the course of the <b>Business</b>.</p>
<b>Excess</b>	<p>means the amount specified in the <b>Schedule</b> for which <b>You</b> will be responsible in respect of each and every claim in respect of loss of, or damage to, <b>Property</b>.</p>
<b>FCA</b>	<p>means the Financial Conduct Authority or any successor body or bodies to it.</p>
<b>Goods</b>	<p>means any goods or products (including containers, labelling instructions, or advice provided) manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced, or installed by <b>You</b> in the course of the <b>Business</b>.</p>
<b>Injury</b>	<p>means bodily injury, death, illness, disease, or shock causing bodily injury.</p>
<b>Lloyd's</b>	<p>means Lloyd's of London or any successor body or bodies to it.</p>
<b>Offshore</b>	<p>means from the moment in time that an <b>Employee</b> shall embark onto any conveyance at the point of final departure on land to any offshore installation, until the moment in time that an <b>Employee</b> shall disembark from any conveyance onto land upon their return from any offshore installation.</p>
<b>Personal Data Breach</b>	<p>means a breach of security leading to the accidental destruction, loss, alteration, unauthorised disclosure of, or access to, personal data, transmitted, stored or otherwise processed.</p>
<b>Policy Period</b>	<p>means the period stated in the <b>Schedule</b>.</p>

<b>PRA</b>	means the Prudential Regulation Authority or any successor body or bodies to it.
<b>Property</b>	means material property.
<b>Schedule</b>	means the Schedule attached to this Policy.
<b>Terrorism</b>	<p>means any act(s), of any person(s) or organisation(s) involving:</p> <ul style="list-style-type: none"> <li>(a) the causing, occasioning or threatening of harm of whatever nature and by whatever means;</li> <li>(b) putting the public or any section of the public in fear;</li> </ul> <p>in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.</p>
<b>We, Us, Our</b>	means Faraday Underwriting Limited, for and on behalf of Syndicate 435 at Lloyd's.
<b>You, Your, Yours</b>	<p>means the person or persons or corporate body named in the <b>Schedule</b> and includes:</p> <ul style="list-style-type: none"> <li>• any subsidiary company which is named in the <b>Schedule</b> operating in or from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;</li> <li>• at <b>Your</b> written request: <ul style="list-style-type: none"> <li>• any principal including, any director, partner, or senior official, or any <b>Employee</b> of <b>Yours</b>, while acting on <b>Your</b> behalf, of or in the course of their employment or engagement by <b>You</b>, in respect of liability for which <b>You</b> would have been entitled to insurance under this Policy if the claim against any such person had been made against <b>You</b>;</li> <li>• any officer, member or <b>Employee</b> of <b>Your</b> canteen, social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such;</li> <li>• any principal, including any director, partner or senior official of <b>Yours</b>, in respect of private work carried out by any <b>Employee</b> of <b>Yours</b> for any such person with <b>Your</b> consent;</li> </ul> </li> <li>• in the event of <b>Your</b> death, <b>Your</b> personal representatives in respect of liability incurred by <b>You</b>, provided that such person shall, as though they were <b>You</b>, observe, fulfil and be subject to this Policy including the Introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the <b>Schedule</b> and any Endorsements as far as they can apply.</li> </ul>

**LEGISLATION**

In this Policy **We** make reference to various laws and statutes. There follows a brief description of each. This is intended for information purposes only and is not part of **Your** Policy terms.

The laws and statutes referred to below shall apply as amended or replaced from time to time.

<b>Consumer Protection Act 1987</b>	Designed to protect consumers from products that do not reach a reasonable level of safety.
<b>Contracts (Rights of Third Parties) Act 1999</b>	Makes provision for the enforcement of contractual terms by third parties.
<b>Corporate Manslaughter and Corporate Homicide Act 2007</b>	States that companies and organisations can be found guilty of corporate manslaughter or homicide if serious management failures cause a person's death and amount to a breach of a duty of care.
<b>Defective Premises Act 1972</b>	Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.
<b>Defective Premises (Northern Ireland) Order 1975</b>	Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.
<b>EU Environmental Liability Directive</b>	Establishes a framework based on the "polluter pays" principle to prevent and remedy environmental damage.
<b>Food Safety Act 1990</b>	Provides the framework for all food legislation in Britain and sets out the duties of food producers and food handlers in relation to food safety.
<b>GDPR</b>	Controls how an individual's personal data is used by organisations, businesses or the government.
<b>Health and Safety at Work etc Act 1974</b>	Places duties on all employers to ensure, so far as reasonably practicable, the health, safety and welfare at work of all employees.
<b>Health and Safety at Work (Northern Ireland) Order 1978</b>	Places duties on all employers to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all employees.
<b>Road Traffic Act 1988</b>	Consolidates certain enactments relating to road traffic, including road safety, construction and use of vehicles and equipment, licensing of drivers of vehicles, driving instruction and third-party liabilities.
<b>Road Traffic Northern Ireland Order 1981</b>	Relates to road traffic, including road safety, licensing of drivers of vehicles, regulation of motor vehicles, foreign vehicles and insurance against third-party liabilities.

**GENERAL CONDITIONS**

These apply to all Sections of this Policy and all Endorsements and Extensions unless otherwise stated.

<p><b>Claims conditions</b></p>	<p>(1). (a) It is a condition precedent that <b>You</b> give notice in writing without delay of anything which may give rise to any claim being made against <b>You</b> and for which there may be liability under this Policy. If <b>You</b> do not do so <b>We</b> may reject or be unable to deal with <b>Your</b> claim or be unable to pay <b>Your</b> claim in full. Details of how to give this notice are given on page 4.</p> <p>(b) It is a condition precedent that <b>You</b> give notice in writing without delay when any claim is actually made against <b>You</b> (whether written or oral) and for which there may be liability under this Policy. If <b>You</b> do not do so <b>We</b> may reject or be unable to deal with <b>Your</b> claim or be unable to pay <b>Your</b> claim in full. Details of how to report a claim are given on page 4.</p> <p>(c) It is a condition precedent that <b>You</b> advise <b>Us</b> in writing without delay if at any time <b>You</b> know of any impending prosecution, inquest or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (b) above. If <b>You</b> do not do so <b>We</b> may reject or be unable to deal with <b>Your</b> claim or be unable to pay <b>Your</b> claim in full. Details of how to give this notice are given on page 4.</p> <p>(2). It is a condition precedent that <b>You</b> shall without delay provide <b>Us</b> with such particulars and information as <b>We</b> may require in relation to any occurrence or claim notified to <b>Us</b>, and shall forward to <b>Us</b>, without delay on receipt, every letter, claim form, writ, summons, process, or any other legal papers. If <b>You</b> do not do so <b>We</b> may reject or be unable to deal with <b>Your</b> claim or be unable to pay <b>Your</b> claim in full.</p>
<p><b>Claims Control</b></p>	<p><b>We</b> shall be entitled to take over and conduct in <b>Your</b> name the defence or settlement of any claim, and may prosecute at <b>Our</b> own expense and for <b>Our</b> benefit any claim for insurance or damages against any other persons, and <b>You</b> shall give all information and assistance required. If <b>You</b> do not do so <b>We</b> may reject or be unable to deal with <b>Your</b> claim or be unable to pay <b>Your</b> claim in full. No admission of liability or offer, promise or payment shall be made without <b>Our</b> written consent.</p>
<p><b>Maximum sums payable</b></p>	<p>(3). <b>We</b> may at any time at <b>Our</b> sole discretion pay to <b>You</b> the maximum sum payable under this Policy or any lesser sums for which any claim or claims can be settled. If <b>We</b> do this, <b>We</b> shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment, provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as <b>Our</b> payment to <b>You</b> bears to the total payment made by <b>You</b> or on <b>Your</b> behalf in settlement of the claim or claims.</p>
<p><b>Care and prevention</b></p>	<p>(4). It is a condition precedent that <b>You</b> shall take all care to prevent accidents and to maintain and keep in proper repair <b>Your</b> premises, plant and everything used in the <b>Business</b>. <b>You</b> shall make good or remedy any defect or danger which becomes apparent, and take such additional precautions as the circumstances may require. It is also a condition precedent to liability here hereunder that <b>You</b> must take all reasonable care to act in accordance with all statutory obligations and regulations including <b>Data Protection Legislation</b> and applicable related guidance from the Information Commissioner’s Office, and to employ only competent <b>Employees</b>. If <b>You</b> do not do so <b>We</b> may reject or be unable to deal with</p>

**Your** claim or be unable to pay **Your** claim in full.

**Cancellation by us**

- (5.) **We** can cancel this Policy by giving **You** fourteen (14) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):
- (a) non-payment of premium;
  - (b) a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
  - (c) non-cooperation or failure to supply any information or documentation **We** request; or
  - (d) threatening or abusive behaviour or the use of threatening or abusive language towards **Us** or any of **Our** appointed agents

If this Policy is cancelled **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered and a deduction for any commission paid to **Your** insurance broker. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium, in addition to the deduction for any commission paid to **Your** insurance broker. If **You** have made a claim, or one has been made against **You** or an incident has occurred which may result in a claim, **You** must pay the full annual premium and **You** will not be entitled to any refund.

**Cancellation by you**

- (6.) **You** can cancel this policy which can take effect immediately or from a later date, although it cannot be backdated to an earlier date. **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered and a deduction for any commission paid to **Your** insurance broker. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium, in addition to the deduction for any commission paid to **Your** insurance broker.

If **You** have made a claim, or one has been made against **You** or an incident has occurred which may result in a claim, **You** must pay the full annual premium and **You** will not be entitled to any refund.

**Other insurance**

- (7.) If at the time of any claim there is, or but for the existence of this Policy would be, any other insurance in favour of or purchased by **You** or on **Your** behalf, applicable to such claim, **We** shall not be liable under this Policy to pay **You** in respect of such claim except beyond the amount which would be payable under such other insurance had this Policy not been purchased.

**Risk Improvement Requirements**

- (8.) It is a condition precedent that **You** shall comply and continue to comply with all risk improvement requirements that have been notified to **You** and agreed to by or on **Your** behalf. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

**Changes in circumstances**

- (9.) **You** shall, without delay, give notice in writing of any change in the information **You** provided **Us** with. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

**Governing Law**

- (10.) The laws of England and Wales will apply to this Policy and any attached endorsements unless **We** agree otherwise with **You** in writing before issuing the Policy. Any disputes arising under this Policy shall be subject to

the exclusive jurisdiction of the English Courts.

**Contract (Rights of Third Parties) Act 1999**

(11). A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 (as may be amended or replaced from time to time) to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

**Several Liability**

(12). **Our** obligations under this Policy are several and not joint and are limited solely to the extent of **Our** individual subscription. **We** are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

**Premium Adjustment**

(13). **You** may be required to pay additional premium. If this Policy is written on an adjustable basis please refer to the Premium paragraph of **Your Schedule** for further details.

**GENERAL EXCLUSIONS**

General Exclusions (1) to (7) apply to all Sections of this Policy and all Endorsements and Extensions unless otherwise stated. **We** will not cover **You** in respect of:

**United States and Canada**

(1). any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment award or settlement either in whole or part) unless **You** have requested that there shall be no such limitation and have accepted the terms offered by **Us** in granting such cover, which offer and acceptance must be subject to specific endorsement to this Policy.

**Radioactive and nuclear**

(2). any liability caused by, or contributed to, by, or arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component,

but as far as concerns **Injury** to any **Employee** which arises out of and in the course of their employment or engagement by **You** this exclusion shall apply only in respect of:

- liability of any principal, including directors, partners, or senior officials
- liability assumed by **You** by agreement and which would not have attached in the absence of such agreement.

**Punitive damages**

(3). any liability for punitive, multiplied or exemplary damages, fines or penalties.

**Terrorism**

(4). any liability as a result of **Terrorism**, except as provided in Section 1, Extension 3.

**Contractual liability**

(5). any liability which is assumed by **You** by agreement, unless such liability would have attached in the absence of such agreement.

**Legal**

(6). any cover, claim or benefit under this Policy where doing so would breach

**Restrictions**

any sanction, prohibition or other restrictions imposed by law or regulation.

**Asbestos**

- (7). **Injury**, loss, damage, cost or expense of any kind caused by, or contributed to, by, or arising from, the manufacture, production, storage or handling of asbestos or materials containing asbestos.

This Exclusion shall not apply to the accidental discovery of asbestos, or materials containing asbestos fibre, provided that without delay, upon discovery all handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, ceases and any subsequent handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, is carried out by qualified licensed subcontractors on terms which will indemnify **You** for all liability arising out of such work.

General Exclusions (8) to (13) apply to Sections 2, 3 and 4 of the Policy and any Endorsements and Extensions under these Sections. **We** will not cover **You** in respect of:

- |  |  |
|--|--|
| <b>Employment</b>                        | (8). <b>Injury</b> sustained by an <b>Employee</b> which arises out of and in the course of their employment or engagement by <b>You</b> .   |
| <b>War</b>                               | (9). loss of, or damage, or legal liability occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to <b>Property</b> by or under the order of any government, or public, or local authority. |
| <b>Defective Workmanship</b>             | (10). loss of, or damage to, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in respect of <b>Goods</b> .  |
| <b>Watercraft, Aircraft and Offshore</b> | (11). liability arising from <b>Goods</b> used with <b>Your</b> knowledge in connection with aircraft and other aerospace devices (including drones), watercraft, or <b>Offshore</b> structures.   |
| <b>Removal of hazardous materials</b>    | (12). <b>Injury</b> , loss, damage, cost or expense of any kind 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.   |
| <b>Fungus and Mould</b>                  | (13). <b>Injury</b> , loss, damage, cost or expense of any kind caused by, resulting from or in connection with any fungus of any kind, including but not limited to mildew, mould, spores or allergens.   |

General Exclusion (14) applies to Sections 2 and 3 of the Policy and any Endorsements and Extensions under these Sections. **We** will not cover **You** in respect of:

- |                  |   |
|------------------|---|
| <b>Pollution</b> | (14). any liability caused by, or arising out of pollution, or contamination of buildings or other structures or of water or land or the atmosphere, but this exclusion shall not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the <b>Policy Period</b> stated in the <b>Schedule</b> . |
|------------------|---|

**SECTION 1: EMPLOYER’S LIABILITY**

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

What is covered	Limitations and exclusions
<p><b>SCOPE OF COVER</b></p> <p>(1) All sums which <b>You</b> shall become legally liable to pay as damages including claimants’ costs and expenses in respect of <b>Injury</b> sustained by an <b>Employee</b> of <b>Yours</b> arising out of and in the course of their employment or engagement by <b>You</b> and caused during the <b>Policy Period</b> stated in the <b>Schedule</b> in connection with the <b>Business</b> and occurring within the Geographical Limits given below.</p> <p>(2) All costs and expenses incurred by <b>You</b> (except as described in 3 below) with <b>Our</b> written consent in respect of any claim against <b>You</b> which may be covered by this Policy.</p> <p>(3) The payment of legal and other defence fees incurred with <b>Our</b> written consent, up to a limit of £50,000 arising out of any one occurrence, for <b>Your</b> representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death, and at which <b>Your Employee</b> or principal, including any director, partner, or senior official, has been requested to give evidence, and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in <b>Injury</b> which may be covered by this Policy.</p> <p><b>LIMITS OF LIABILITY</b> The most <b>We</b> will pay under this Section in respect of any one claim against <b>You</b>, or series of claims against <b>You</b> arising out of one occurrence, inclusive of all costs and expenses shall not exceed in the aggregate the <b>Limit of Liability</b> stated in the <b>Schedule</b>.</p> <p><b>GEOGRAPHICAL LIMITS</b> In this section, Geographical Limits means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or whilst temporarily outside the countries named above provided that any such <b>Employee</b> is: (a) ordinarily resident in any of the above countries; and (b) engaged in non-manual work.</p>	<p><b>We</b> shall not cover <b>You</b> under this Section against liability:</p> <p>(a) for <b>Injury</b> sustained by any <b>Employee</b>:</p> <p>(i) in respect of which compulsory insurance is required to be arranged by <b>You</b> under the Road Traffic Act 1998 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation; or</p> <p>(ii) Whilst <b>Offshore</b> other than as referred to in Extension 2 of this Section 1.</p>

What is covered	Limitations and exclusions
<p><b>RIGHTS OF RECOVERY</b></p> <p>The cover under this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to <b>Employees</b> in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. <b>You</b> shall repay to <b>Us</b> all sums paid by <b>Us</b> which <b>We</b> would not have been liable to pay but for the provisions of such law.</p>	

**SECTION 1 EXTENSION**

The following Extensions only apply if this Section is operative and if specified in the **Schedule**, and are in addition to the General Extensions.

What is covered	Limitations and exclusions
<p><b>1. UNSATISFIED COURT JUDGMENTS</b></p> <p>(a) Where a judgment for damages has been obtained by any <b>Employee</b> or their legal personal representatives:</p> <ul style="list-style-type: none"> <li>(i) in respect of <b>Injury</b> sustained by the <b>Employee</b> arising out of and in the course of their employment by <b>You</b>;</li> <li>(ii) Against any company or individual operating from, or resident within, the Geographical Limits in any court situated in the Geographical Limits, and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment, at <b>your</b> request.</li> </ul> <p><b>We</b> will pay to the <b>Employee</b> or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.</p> <p>(b) If any payment is made by <b>we</b> the <b>Employee</b> or their said legal personal representatives shall assign the judgment to <b>us</b>.</p> <p>(c) <b>Our</b> liability for damages, costs and expenses shall not exceed the amount stated as the <b>Limit of Liability</b> in the <b>Schedule</b>.</p>	<p><b>We</b> will not cover any judgment where an appeal remains outstanding.</p>
<p><b>2. OFFSHORE</b></p> <p>If <b>We</b> are required by compulsory insurance regulations then <b>We</b> will make a payment in respect of <b>Injury</b> occurring <b>Offshore</b>.</p>	<p>The amount <b>We</b> will pay <b>You</b> shall be limited to £5,000,000 any one occurrence.</p>
<p><b>3. TERRORISM</b></p> <p><b>Injury</b> as a result of <b>Terrorism</b> to any <b>Employee</b> of <b>Yours</b> which arises out of and in the course of employment or engagement by <b>You</b>.</p>	<p><b>We</b> shall not cover <b>You</b> in respect of liability in excess of £5,000,000 any one occurrence.</p>

**SECTION 2: PUBLIC LIABILITY**

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

What is covered	Limitations and exclusions
<p><b>SCOPE OF COVER</b></p> <p>(1) All sums which <b>You</b> shall become legally liable to pay as damages including claimants’ costs and expenses in respect of:</p> <ul style="list-style-type: none"> <li>(a) Accidental <b>Injury</b> to any person;</li> <li>(b) Accidental physical loss of, or physical damage to, <b>Property</b>;</li> <li>(c) Obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement;</li> <li>(d) Wrongful arrest, wrongful detention, false imprisonment, or malicious prosecution;</li> </ul> <p>In connection with the <b>Business</b> and occurring anywhere within the Geographical Limits given below during the <b>Policy Period</b> stated in the <b>Schedule</b>.</p> <p>(2) All costs and expenses incurred by <b>You</b> (except as described in 3 below) with <b>Our</b> written consent in respect of any claim against <b>You</b> which may be covered by this Policy.</p> <p>(3) The payment of legal and other defence fees incurred with <b>Our</b> written consent, up to a limit of £50,000 arising out of any one occurrence, for <b>Your</b> representation at any Coroner’s Inquest or Fatal Accident Inquiry in respect of any death and at which <b>Your Employee</b> or principal, including any director, partner, or senior official, of <b>Yours</b> has been requested to give evidence and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in <b>Injury</b> or loss of or damage to <b>Property</b> which may be covered by this Policy.</p> <p><b>LIMITS OF LIABILITY</b></p> <p>The most <b>We</b> will pay under this Section (including any extensions) for damages in respect of any one claim against <b>You</b> or series of claims against <b>You</b> arising out of one occurrence shall not exceed in the aggregate the <b>Limits of Liability</b> stated in the <b>Schedule</b>.</p> <p>Any costs and expenses incurred by <b>You</b> in respect of this Section under this Policy will be</p>	<p><b>We</b> shall not cover <b>You</b> under this Section:</p> <ul style="list-style-type: none"> <li>(a) for loss of, or damage to, <b>Property</b> belonging to <b>You</b>, or in <b>Your</b> custody or control, or in the custody or control of <b>Your Employees</b> other than: <ul style="list-style-type: none"> <li>(i) personal effects (including vehicle and their contents) of <b>Employees</b> or visitors;</li> <li>(ii) any premises including their contents, not being premises leased or rented to <b>You</b>, which are temporarily occupied by <b>You</b> for the purpose of carrying out work there;</li> <li>(iii) any other <b>Property</b> on which <b>You</b> or any of <b>Your Employees</b> or agents is or has been carrying out work, but <b>We</b> will not cover <b>You</b> in respect of loss or damage to that part of any <b>Property</b> being worked upon;</li> </ul> </li> <li>(b) for loss arising from the ownership, possession or use under <b>Your</b> control or the control of any of <b>Your Employees</b> of: <ul style="list-style-type: none"> <li>(i) any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is provided by any other policy or security;</li> <li>(ii) any craft intended to travel through air or space, or other aerial devices, hovercraft, or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length);</li> </ul> </li> <li>(c) for loss caused by any <b>Goods</b> after they have left <b>Your</b> custody or control, other than food or drink supplied primarily for the use of <b>Your Employees</b> or for entertainment purposes;</li> <li>(d) for loss arising from professional advice given separately for a fee or other charge by <b>You</b> or by anyone on <b>Your</b> behalf or in circumstances where a fee would normally be charged;</li> <li>(e) The amount shown as <b>Excess</b> stated in the <b>Schedule</b>.</li> </ul>

What is covered	Limitations and exclusions
<p>payable in addition to the <b>Limits of Liability</b> stated in the <b>Schedule</b>.</p> <p><b>GEOGRAPHICAL LIMITS</b></p> <p>In this section, Geographical Limits means:</p> <p>(1) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;</p> <p>(2) Elsewhere in the world arising out of temporary <b>Business</b> visits by <b>Employees</b>:</p> <ul style="list-style-type: none"> <li>• ordinarily resident in any of the aforesaid countries;</li> <li>• Engaged in non-manual work.</li> </ul>	

**SECTION 2 EXTENSIONS**

The following Extensions only apply if this Section is operative and if specified in the **Schedule**, and are in addition to the General Extensions.

What is covered	Limitations and exclusions
<p><b>1. MOTOR VEHICLES TOOL OF TRADE RISK</b></p> <p><b>We</b> will cover <b>You</b> in respect of liability for <b>Injury</b> or loss of or damage to <b>Property</b> caused by or arising from:</p> <p>(a) the use of plant as a tool of trade at <b>Your</b> premises or on any site at which <b>You</b> are working;</p> <p>(b) the loading or unloading of any vehicle or the bringing to, or taking away of, a load from any vehicle;</p> <p>(c) Damage to any building, bridge, weighbridge road or to anything beneath, caused by vibration or by the weight of any vehicle or its load.</p>	<p><b>We</b> will not cover <b>You</b> against liability:</p> <p>(a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle;</p> <p>(b) For which insurance is provided by any other policy.</p>
<p><b>2. MOTOR CONTINGENT LIABILITY</b></p> <p><b>We</b> will cover <b>You</b> in respect of liability for <b>Injury</b> or damage to <b>Property</b> arising from the ownership, possession or use under <b>Your</b> control or the control of any of <b>Your Employees</b> of any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is already provided by any other policy or security, caused by or arising from any motor vehicle or anything attached to it, not belonging to or provided by <b>You</b>, being used by an <b>Employee</b> in the course of the <b>Business</b>.</p>	<p><b>We</b> shall not cover <b>You</b> against liability:</p> <p>(a) in respect of damage to any such vehicle or anything attached to it or <b>Property</b> being conveyed by such vehicle or anything attached to it;</p> <p>(b) for which insurance is already provided by any other policy;</p> <p>(c) caused or arising whilst such vehicle or anything attached to it is:</p> <p>(i) engaged in racing, pace-making, reliability trials, or speed testing; or</p>

What is covered	Limitations and exclusions
	<p>(ii) driven by the <b>You</b>; or</p> <p>(iii) being driven with <b>Your</b> consent or the consent of anyone acting on <b>Your</b> behalf by any person who to <b>Your</b>, or anyone acting on <b>Your</b> behalf's, knowledge does not hold a licence to drive such vehicle; or</p> <p>(iv) Used outside the Geographical Limits.</p>
<p><b>3. MOVEMENT OF OBSTRUCTING VEHICLES</b></p> <p><b>We</b> will cover <b>You</b> in respect of liability for <b>Injury</b> or loss of or damage to <b>Property</b> caused by or arising from any vehicle (not owned or hired by or lent to <b>You</b>) being driven by <b>You</b> or by any <b>Employee</b> with <b>Your</b> permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians.</p> <p><b>We</b> will only cover <b>You</b> under this Section extension if:</p> <ul style="list-style-type: none"> <li>(a) movements are limited to vehicles parked on or obstructing <b>Your</b> premises, or any site at which <b>You</b> are working; and</li> <li>(b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle; and</li> <li>(c) The vehicle causing obstruction is driven by use of the owner's ignition key.</li> </ul>	<p><b>We</b> will not cover <b>You</b> against liability:</p> <ul style="list-style-type: none"> <li>(a) in respect of damage to such vehicle;</li> <li>(b) In respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.</li> </ul>
<p><b>4. DEFECTIVE PREMISES ACT</b></p> <p><b>We</b> will cover <b>You</b> in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by <b>You</b> for purposes pertaining to the <b>Business</b> and which have since been disposed of by <b>You</b>.</p>	<p><b>We</b> will not cover <b>You</b> against liability:</p> <ul style="list-style-type: none"> <li>(a) for which insurance is already provided by any other policy;</li> <li>(b) For the costs of making good any defect or alleged defect in such premises.</li> </ul>
<p><b>5. LEASED OR RENTED PREMISES</b></p> <p><b>We</b> will cover <b>You</b> in respect of liability for loss of, or damage to, premises including their contents being leased or rented to <b>You</b>.</p>	<p><b>We</b> will not cover <b>You</b> against liability assumed by <b>You</b> under any agreement, which would not have attached in the absence of such agreement.</p>

What is covered	Limitations and exclusions
<p><b>6. OVERSEAS PERSONAL THIRD PARTY LIABILITY</b></p> <p><b>We</b> will cover:</p> <p>(a) <b>You</b>; and</p> <p>(b) at <b>Your</b> request:</p> <p style="padding-left: 20px;">(i) any principal, including any director, partner, senior official, or any <b>Employee of Yours</b>;</p> <p style="padding-left: 20px;">(ii) any spouse or child of the persons stated in (a) or (b)(I) above who are accompanying such persons</p> <p>In respect of personal liability incurred by such persons for accidental <b>Injury</b> to any person or accidental loss of or damage to <b>Property</b> in connection with an event occurring in a country outside of the Geographical Limits of Section 2 whilst on a temporary visit to such country in connection with the <b>Business</b>.</p> <p>Provided that:</p> <p>(a) any insured person under this Section Extension shall as though they were <b>You</b> be subject to the introduction, the customer service information, the general definitions, general conditions, general exclusions, sections, section extensions, the <b>Schedule</b> and any endorsements to this Policy;</p> <p>(b) Nothing in this Section Extension shall increase <b>our</b> liability to pay any amount exceeding the <b>Limits of Liability</b> stated in the <b>Schedule</b>, regardless of the number of persons claiming to be covered.</p>	<p><b>We</b> shall not cover <b>You</b> in respect of:</p> <p>(a) contractual liability;</p> <p>(b) liability for which insurance is already provided by any other policy;</p> <p>(c) liability in respect of damage to <b>Property</b> belonging to or in the custody or under the control of any insured person under this Section Extension;</p> <p>(d) liability in respect of <b>Injury</b> to any insured person under this Section Extension;</p> <p>(e) liability caused by or arising from:</p> <p style="padding-left: 20px;">(i) the ownership or occupation of land or buildings;</p> <p style="padding-left: 20px;">(ii) the carrying on of any business, profession, trade or employment;</p> <p style="padding-left: 20px;">(iii) The ownership, possession or use of animals other than domestic dogs or cats.</p>
<p><b>7. DATA PROTECTION</b></p> <p>If <b>You</b> have registered as a Data Controller or act as a Data Processor in accordance with the terms of any <b>Data Protection Legislation</b> or have applied for such registration which has not been refused or withdrawn, <b>We</b> will cover <b>You</b> under this Section 2 Extension in respect of liability to any person, other than an <b>Employee</b>, for distress suffered as a result of a <b>Personal Data Breach</b> because of <b>Your</b> failure to comply with <b>Data Protection Legislation</b> and if the claim is first made against <b>You</b> during the <b>Policy Period</b> stated in the <b>Schedule</b>.</p>	<p><b>We</b> will not cover <b>You</b> in respect of:</p> <p>(a) Legal or regulatory fines, penalties or sanctions of any kind;</p> <p>(b) the first 10% of any amount covered under this extension, subject to a minimum of £500 and a maximum of £5,000;</p> <p>(c) liability caused by, or arising from, a deliberate act by, or omission of any person entitled to insurance under this Section 2 Extension or any <b>Employee</b> if</p>

What is covered	Limitations and exclusions
<p>The most <b>We</b> will cover <b>You</b> for under this Extension in respect of all damages inclusive of costs and expenses in relation to claims for distress only, shall not exceed £500,000 in the aggregate during the <b>Policy Period</b> regardless of the number of claimants affected by any <b>Personal Data Breach</b>.</p>	<p>the result could reasonably have been expected having regard to the nature and circumstances of such act or omission;</p> <p>(d) the costs of replacing, reinstating, rectifying or erasing any personal data or the costs of: (i) reporting any <b>Personal Data Breach(es)</b> to any regulatory body; or (ii) responding to any investigation by any regulatory body or any criminal investigation or prosecution relating to personal data; or (iii) notifying data subjects of any <b>Personal Data Breach(es)</b>;</p> <p>(e) liability caused by, or arising from, any incident or circumstances known to <b>You</b> at the start of the <b>Policy Period</b> stated in the <b>Schedule</b> which may give rise to a claim;</p> <p>(f) liability caused by or arising from the recording, processing or provision of data (i) for reward; or (ii) for the determining of the financial status of a person;</p> <p>(g) contractual liability;</p> <p>(h) liability for financial loss of any kind, other than damages for distress suffered as a result of a <b>Personal Data Breach</b></p> <p>(i) Liability in respect of <b>Injury</b> to any person or damage to <b>Property</b>.</p>

**SECTION 3: PRODUCT LIABILITY**

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the Schedule and any Endorsements.

What is covered	Limitations and exclusions
<p><b>SCOPE OF COVER</b></p> <p>(1) All sums which <b>You</b> shall become legally liable to pay as damages including claimants’ costs and expenses in respect of:</p> <p>(a) Accidental <b>Injury</b> to any person; and                      (b) Accidental physical loss of, or physical damage to, <b>Property</b>,</p> <p>Caused by any <b>Goods</b> occurring anywhere within the Geographical Limits given below during the <b>Policy Period</b> stated in the <b>Schedule</b> which arises in connection with the <b>Business</b>.</p> <p>(2) All costs and expenses incurred by <b>You</b> (except as described in 3 below) with <b>Our</b> written consent in respect of any claim against <b>You</b> which may be covered by this Policy.</p> <p>(3) The payment of legal and other defence fees incurred with <b>Our</b> written consent up to a limit of £50,000 arising out of any one occurrence for <b>Your</b> representation at any Coroner’s Inquest or Fatal Accident Inquiry in respect of any death and at which an <b>Employee</b> or principal including a director, partner, or senior official, of <b>Yours</b> has been requested to give evidence and at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in <b>Injury</b> or loss of or damage to <b>Property</b> in respect of any <b>Goods</b>.</p> <p><b>LIMITS OF LIABILITY</b></p> <p>The most <b>We</b> will pay under this Section (including any extensions) in respect of damages awarded against <b>You</b> shall not exceed in the aggregate during the <b>Policy Period</b> the <b>Limits of Liability</b> stated in the <b>Schedule</b>.</p> <p>Any costs and expenses incurred by <b>You</b> in respect of this Section, will be payable in addition to the <b>Limits of Liability</b>.</p> <p><b>GEOGRAPHICAL LIMITS</b></p> <p>Anywhere in the world other than at <b>Your</b> premises during the <b>Policy Period</b> stated in the <b>Schedule</b> and caused by any <b>Goods</b>.</p>	<p><b>We</b> shall not cover <b>You</b> under this Section in respect of liability:</p> <p>(a) caused by, or in connection with, any <b>Goods</b> which to <b>Your</b> knowledge are for export to, or use in, the United States of America or Canada;</p> <p>(b) caused by any <b>Goods</b> in the custody or control of <b>You</b>;</p> <p>(c) The amount shown as <b>Excess</b> in the <b>Schedule</b>.</p> <p>(d) for damage or <b>Injury</b> or any associated costs or expenses arising from the installation of insulating material or solar panels in connection with any government or local authority sponsored energy efficiency or energy saving scheme where such damage or <b>Injury</b> occurs after installation.</p>

**SECTION 3 EXTENSIONS**

The following Extensions only apply if this Section is operative and if specified in the **Schedule** and are in addition to the General Extensions.

What is covered	Limitations and exclusions
<p><b>1. CONSUMER PROTECTION ACT AND FOOD SAFETY ACT</b></p> <p><b>We</b> will cover <b>You</b>, and at <b>Your</b> request any principal, including any director, partner, senior official, or any <b>Employee</b> of <b>Yours</b>, under this Section 3 Extension, for legal costs and expenses incurred with <b>Our</b> written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 and Sections 7 and 8 of the Food Safety Act 1990, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection.</p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>(a) the proceedings relate to an offence alleged to have been committed during the <b>Policy Period</b> stated in the <b>Schedule</b> and in the course of the <b>Business</b>;</li> <li>(b) The principal, including a director, partner or senior official, or <b>Employee</b> shall as though they were <b>you</b> be subject to the terms, conditions, exclusions and limitations of this Policy insofar as they can apply.</li> </ul>	<p><b>We</b> shall not cover <b>You</b> in respect of:</p> <ul style="list-style-type: none"> <li>(a) fines or penalties of any kind;</li> <li>(b) any proceedings arising from circumstances for which insurance is already provided by any other policy;</li> <li>(c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this Section 3 Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;</li> <li>(d) Proceedings which arise out of any activity or risk excluded from this Policy.</li> </ul>

## SECTION 4: ENVIRONMENTAL IMPAIRMENT LIABILITY

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

### Definitions

<b>Claim</b>	<p>means receipt by <b>You</b> or by <b>Us</b> on <b>Your</b> behalf of any:</p> <ul style="list-style-type: none"> <li>• demand, including the service of suit or institution of arbitration proceedings, for money or services; or</li> <li>• notice, written or oral, of intention to make a claim against <b>You</b>; or</li> <li>• allegations from third parties of <b>Environmental Impairment</b> which might give rise to such a claim; or awareness of any <b>Environmental Impairment</b> from which <b>You</b> believe claims are reasonably likely,</li> </ul> <p>During the <b>Policy Period</b> as defined in the <b>Schedule</b>.</p>
<b>Clean Up</b>	<p>Means the removal, neutralisation, abatement, or inactivation of any liquids, solids, gases, substances, organisms, thermal irritants, smells, noises, vibrations, light, electricity, radiations, changes in temperature, or any other sensory phenomena.</p>
<b>Environmental Impairment</b>	<p>Means any and all emissions, discharges, dispersals, disposals, seepages, releases, or escapes of any liquids, solids, gases, substances, organisms, or thermal irritants into or upon land, the atmosphere, or any watercourse or body of water, or generations of smells, noises, vibrations, light, electricity, radiations, changes in temperature, or any other sensory phenomena.</p>
<b>Environmental Impairment Liability</b>	<p>means any:</p> <ul style="list-style-type: none"> <li>• legal obligation for <b>Environmental Restoration</b>;</li> <li>• legal obligation for <b>Clean Up</b>;</li> <li>• damages on account of <b>Injury</b>;</li> <li>• damages on account <b>Property Damage</b>,</li> </ul> <p>For any interference with, or diminution of, any environmental right or amenity protected by law, arising out of any <b>Environmental Impairment</b>.</p>
<b>Environmental Restoration</b>	<p>Means returning natural resources to, or towards, their original 'baseline' condition and includes primary remediation, complementary remediation and compensatory remediation within the meaning of the EU Environmental Liability Directive.</p>
<b>Property Damage</b>	<p>Means physical loss of or physical damage to <b>Property</b>, including loss of use of <b>Property</b> whether or not physically lost or physically damaged.</p>
<b>Reported Without Delay</b>	<p>Means inform <b>Us</b> of all relevant aspects of the situation as soon as possible without delay and in any event within three working days of <b>You</b> becoming aware of anything that might give rise to a claim.</p>
<b>Waste Facility</b>	<p>Means any <b>Property</b> controlled or uncontrolled, used for the storage, treatment, processing or disposal of wastes, including the parcel of land on, or in which, the facility is located, together with any parcels of land sharing a common border, in common ownership.</p>

What is covered	Limitations and exclusions
<p><b>SCOPE OF COVER</b></p> <p>This is a claims-made Section and is limited to any <b>Claim</b> first made against <b>You</b> during the <b>Policy Period</b> and <b>Reported Without Delay</b> to <b>Us</b> including any extended discovery period in accordance with Policy conditions.</p> <p>(1) All sums which <b>You</b> shall become legally liable to pay including claimants' costs and expenses in respect of <b>Environmental Impairment</b> which arises in connection with the <b>Business</b> in respect of:</p> <ul style="list-style-type: none"> <li>(a) <b>Injury;</b></li> <li>(b) <b>Property Damage;</b></li> <li>(c) <b>Environmental Restoration;</b></li> <li>(d) legal obligation for <b>Clean Up;</b></li> <li>(e) any interference with, or diminution of, any environmental right or amenity protected by law,</li> </ul> <p>provided that the <b>Environmental Impairment</b> was caused after the Retroactive Date stated in the <b>Schedule</b> and provided there is a <b>Claim</b> first made against <b>You</b> anywhere within the Section 4 Geographical Limits during the <b>Policy Period</b> and <b>Reported Without Delay</b> to <b>Us</b>.</p> <p>(2) All costs and expenses incurred by <b>You</b> with <b>Our</b> written consent in the investigation, defence or settlement of any <b>Environmental Impairment Liability</b> claim. This indemnification shall only apply to such costs and expenses as are incurred with respect to the portion of a claim covered by this Policy.</p> <p>(3) Upon <b>Your</b> request before the effective date of cancellation or non-renewal of the Policy <b>We</b> shall issue an endorsement providing an extended discovery period which shall cover <b>Claims</b> first made against <b>You</b> subsequent to the effective date of the cancellation or non-renewal arising out of actual or alleged <b>Environmental Impairment</b> which had taken place prior to the effective date of cancellation or non-renewal.</p> <p>If <b>You</b> fail to request the extended discovery period before the effective date of cancellation or non-renewal of the Policy <b>You</b> shall not at a later date be able to exercise such right.</p>	<p><b>We</b> will not cover <b>You</b> under this Section:</p> <ul style="list-style-type: none"> <li>(a) for any <b>Claim</b> first made against you prior to the start of the <b>Policy Period</b>;</li> <li>(b) for: <ul style="list-style-type: none"> <li>(i) maintaining or obtaining compliance with any valid and applicable statute, regulation or written instruction issued by any competent governmental authority to prevent or minimise any emissions, discharges, dispersals, disposals, seepages, releases or escapes of any liquids, solids, gases, organisms or thermal irritants into or upon land, the atmosphere or any watercourse or body of water or generations of smells, noises, vibrations, light, electricity, radiations, changes in temperature or any other sensory phenomena;</li> <li>(ii) any routine or normal <b>Clean Up</b>;</li> <li>(iii) <b>Environmental Restoration</b> or <b>Clean Up</b> within any <b>Waste Facility</b>;</li> </ul> </li> <li>(c) for <b>Environmental Impairment</b> arising out of any criminal acts by <b>You</b> or on <b>Your</b> behalf or noncompliance with any valid and applicable statute, regulation or written instruction issued by any governmental authority after such noncompliance becomes actually or constructively known by <b>You</b> or any director, partner, senior official or <b>Employee of Yours</b> with specific responsibility for environmental control. This exclusion shall not apply to any <b>Environmental Impairment</b> caused while <b>Your</b> noncompliance is covered by a compliance <b>Schedule</b> or waiver of compliance contained in a permit order or other valid instruction of a governmental authority;</li> <li>(d) for damages including claimants' costs and expenses in respect of <b>Injury</b> or loss of, or damage to, <b>Property</b> in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the <b>Policy Period</b> stated in the <b>Schedule</b>;</li> </ul>

What is covered	Limitations and exclusions
<p>The additional premium for such endorsement shall be determined by <b>Us</b> at the time the endorsement is requested and <b>You</b> shall pay the additional premium within 30 days of the effective date of cancellation or non-renewal. This provision shall only apply if a period of at least 11 months has elapsed between the inception date of this policy or any previous policy of which this is a renewal and the effective date of cancellation.</p> <p><b>LIMITS OF LIABILITY</b></p> <p>The most <b>We</b> will pay under this Section for any and all <b>Claims</b> first made against you inclusive of all costs and expenses shall not exceed, in the aggregate during the <b>Policy Period</b>, or within an extended discovery period if <b>You</b> exercise that option, the <b>Limits of Liability</b> stated in the <b>Schedule</b>.</p> <p><b>GEOGRAPHICAL LIMITS</b></p> <p>Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.</p> <p><b>ANY ONE CLAIM</b></p> <p>In this Section, <b>Any One Claim</b> shall mean any claim or series of claims from one or multiple claimants arising out of the same isolated, repeated or continuing <b>Environmental Impairment</b>.</p>	<p>(e) for damages for loss of, or damage to, <b>Property</b> belonging to <b>You</b>, or in <b>Your</b> custody or control or the custody or control of any <b>Employee</b> other than:</p> <ul style="list-style-type: none"> <li>(i) personal effects (including vehicles and their contents) of <b>Employees</b> or visitors;</li> <li>(ii) any premises, including their contents, not being premises leased or rented to <b>You</b>, which are temporarily occupied by <b>You</b> for the purpose of carrying out work there;</li> <li>(iii) any other <b>Property</b> on which <b>You</b> or any <b>Employee</b> or agent of <b>Yours</b> is or has been carrying out work, but <b>We</b> will not cover <b>You</b> in respect of loss or damage to that part of any <b>Property</b> being worked upon;</li> </ul> <p>(f) arising from the ownership, possession or use under <b>Your</b> control, or the control of any <b>Employee</b> in respect of:</p> <ul style="list-style-type: none"> <li>(i) any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is, provided by any other policy or security;</li> <li>(ii) any craft intended to travel through air or space, or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length);</li> </ul> <p>(g) caused by any <b>Goods</b> after they have ceased to be in <b>Your</b> custody or control;</p> <p>(h) arising from professional advice given separately for a fee or other remuneration by <b>You</b> or by anyone on <b>Your</b> behalf or in circumstances where a fee would normally be charged;</p> <p>(i) the amount shown as <b>Excess</b> stated in the <b>Schedule</b>.</p>

**GENERAL EXTENSIONS**

These apply to all Sections of this Policy unless otherwise stated.

What is covered	Limitations and exclusions
<p><b>1. INDEMNITY TO PRINCIPAL</b></p> <p><b>We</b> will cover any principal under Sections 1 and 2 against liability in respect of <b>Injury</b> or loss of, or damage to, <b>Property</b>, to the extent that any contract or agreement entered into by <b>You</b> with any principal so requires.</p>	<p>Provided that:</p> <ul style="list-style-type: none"> <li>(a) payment would have been made by <b>Us</b> had a claim been made against <b>You</b>;</li> <li>(b) the principal shall observe fulfil and be subject to the terms, conditions, exclusions and endorsements of this Policy as far as they can apply;</li> <li>(c) No payment will be made by <b>Us</b> in respect of liquidated damages or under any penalty clause;</li> <li>(d) payment made by <b>Us</b> under Section 1 shall only apply in respect of liability to any person who is an <b>Employee</b>.</li> </ul>
<p><b>2. CROSS LIABILITIES</b></p> <p>If <b>You</b> are comprised of more than one party, <b>We</b> will under Sections 2, 3 and 4 make payment to each party in the same manner and to the same extent as if a separate Policy had been issued to each party.</p>	<p>Nothing in this Extension shall increase the <b>Limits Of Liability</b> of the operative Section(s) stated in the <b>Schedule</b>, regardless of the number of persons claiming to be insured by this Policy.</p>
<p><b>3. HEALTH AND SAFETY AT WORK AND CORPORATE MANSLAUGHTER</b></p> <p><b>We</b> will cover <b>You</b> and at <b>Your</b> request any director, partner, senior official or <b>Employee</b> of <b>Yours</b>, in respect of legal costs and expenses incurred with <b>Our</b> written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of:</p> <ul style="list-style-type: none"> <li>(1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;</li> <li>(2) the Corporate Manslaughter and Corporate Homicide Act 2007.</li> </ul> <p>Provided that the proceedings relate to an offence alleged to have been committed during the <b>Policy Period</b> and in the course of the <b>Business</b>, and where there is also a claim or potential claim for damages against <b>You</b> or any of the additional persons insured, <b>You</b> are entitled to cover under this Policy.</p>	<p><b>We</b> will not cover <b>You</b> in respect of:</p> <ul style="list-style-type: none"> <li>(a) fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention;</li> <li>(b) any circumstances for which cover is provided by any other insurance;</li> <li>(c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;</li> <li>(d) proceedings which arise out of any activity or risk excluded from this Policy.</li> </ul>

What is covered	Limitations and exclusions
<p><b>We</b> will only pay the costs and expenses of legal representation for an appeal against conviction if:</p> <ul style="list-style-type: none"> <li>(a) any related claim against <b>You</b> for damages remains unsettled; and</li> <li>(b) in the opinion of the legal representatives acting for <b>You</b> an appeal is more likely than not to succeed; and</li> <li>(c) the total amount of any damages likely to be awarded against you exceeds the total cost of legal representation for an appeal.</li> </ul> <p>The most <b>We</b> will cover <b>You</b> for in respect of all such legal costs and expenses in respect of each and every prosecution, arising out of one occurrence shall not exceed £1,000,000 regardless of the number of offences alleged against <b>You</b>.</p>	<p>If a claim for damages is settled or is withdrawn, <b>We</b> will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment.</p>
<p><b>4. COURT ATTENDANCE COSTS</b></p> <p>If any of the people mentioned below attend court as a witness at <b>Our</b> request, in connection with a claim in respect of which <b>You</b> are entitled to insurance under this Policy, <b>We</b> will provide compensation to <b>You</b> at the following rates per day for each day on which attendance is required:</p> <ul style="list-style-type: none"> <li>(a) £250 for <b>You</b> or any of <b>Your</b> directors or partners;</li> <li>(b) £100 for any <b>Employee</b>.</li> </ul>	

**SCHEDULE OF INSURANCE**

<b>COVERHOLDER:</b>	Acorn Insurance and Financial Services Limited trading as Granite Underwriting
<b>BINDER UMR:</b>	B0595RE000405Z
<b>INSURANCE POLICY NUMBER:</b>	HAVCV2001587/0
<b>YOU THE INSURED:</b>	Comstock Jacktest
<b>ADDRESS:</b>	229 Bermondsey Street London SE1 3UH
<b>BUSINESS:</b>	Carpenter
<b>POLICY PERIOD:</b>	From 27/01/2021 to 26/07/2021 and any subsequent period for which renewal of this Policy is agreed.
<b>PREMIUM:</b>	£54.54

Basis of premium calculation

Number of persons, including **You** and any other director or partner working in the **Business** 1

**You** must disclose the correct number of persons working in **Your** Business for the duration of the policy period, otherwise **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Should the number of persons engaged by **You** change at any time during the policy period, **You** must notify **Your** insurance broker immediately

**LIMITS OF LIABILITY:**

<b>SECTION 1. EMPLOYER'S LIABILITY:</b>	<b>NOT INSURED.</b>
<b>SECTION 2. PUBLIC LIABILITY:</b>	<b>£2,000,000.00</b> any one occurrence, or series of occurrences arising from one event and unlimited in the aggregate in the <b>Policy Period.</b>
<b>SECTION 3. PRODUCTS LIABILITY:</b>	<b>£2,000,000.00</b> any one occurrence and in all during the <b>Policy Period.</b>
<b>SECTION 4. ENVIRONMENTAL IMPAIRMENT LIABILITY:</b>	<b>NOT INSURED.</b>
<b>EXCESS:</b>	
<b>SECTION 2. PUBLIC LIABILITY:</b>	<b>£250</b>
<b>SECTION 3. PRODUCTS LIABILITY:</b>	<b>£250</b>

**FARADAY**  
**Supplementary Warranties/Exclusions/Extensions**

***(Please note these Warranties/Exclusions/Extensions are only operative if stated in the Policy Schedule)***

***None of the below listed clauses by way of policy extensions are intended to afford any greater underwriting authority than is expressed in the binding authority agreement unless otherwise agreed in writing by a Faraday underwriter***

**L1 WORK AWAY EXCLUSION**

**We** shall not cover **You** under Section 2 of this Policy against liability arising from any work carried on away from **Your** premises, other than that of collection and delivery or sales trips and exhibitions

**L2 HEAT AWAY EXCLUSION**

**We** shall not cover **You** under Section 2 of this Policy against liability arising from any work carried on away from **Your** premises involving the use application or intentional generation of any heat, naked flame or spark

**L3 HEAT AWAY EXCLUSION (OTHER THAN BLOW LAMPS)**

**We** shall not cover **You** under Section 2 of this Policy against liability arising from any work carried on away from **Your** premises involving the use application or intentional generation of any heat naked flame or spark (other than by means of a blow lamp blow torch flame gun hot air gun or soldering iron)

**L4 HEAT AWAY EXCLUSION (OTHER THAN SOLDERING IRONS)**

**We** shall not cover **You** under Section 2 of this Policy against liability arising from any work carried on away from **Your** premises involving the use application or intentional generation of any heat naked flame or spark (other than by means of a soldering iron)

**L5 BURNING AND WELDING WARRANTY**

**You** agree that the special precautions listed below will be complied with on each occasion **You** do any of the following work and that no such work shall be carried out unless specifically authorised by the occupier of the premises at which the work is to be undertaken and that the occupier shall specifically approve the following safety arrangements

(a) Work involving any blow lamp, blow torch, flame gun or hot air gun or work involving electric gas or other welding cutting or portable grinding equipment

(i) The area in which work is to be carried out (including adjoining shafts or openings and the area 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.

(ii) 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 that cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection

(iii) Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work

(iv) All burning equipment is to be lit and used in strict accordance with the manufacturer's instructions not left unattended when lit and extinguished immediately after use

(v) Hot air guns are to be switched off when unattended and immediately after use

(vi) 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

(vii) 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 is to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off

(viii) 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

(ix) A continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work and 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 or has been carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) and a further check is to be made not less than 30 minutes immediately following the completion of each period of work A suitable employee is to be responsible for fire safety for each period of work

(b) 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 or has been carried out (including adjoining shafts or openings and the area on the other side of any wall or partition)

#### **L6 PERMIT TO WORK WARRANTY**

**You** agree that prior to the commencement of work **You** shall obtain **Your** principal's written instructions for the work to be carried out and following completion the principal's written confirmation of acceptance is obtained

#### **L7 WELDING AWAY RESTRICTION**

**We** shall not cover **You** under Section 2 of this Policy against Liability arising from any work involving the use, application or intentional generation of any heat naked flame or spark and carried on away from **Your** premises unless such work is carried out in the open air

#### **L8 BURNING OF DEBRIS WARRANTY**

**You** agree that the following special precautions shall be complied with on each occasion of the burning of waste material of any description

(a) No fire shall be lit within 20 metres of any building or structure or of any material which is combustible or susceptible to damage by heat or smoke

(b) Suitable fire extinguishing appliances shall be kept available for immediate use at the point of work

(c) Every fire will be attended and properly supervised when lit and for the period of not less than one hour after burning has been completed

(d) No fire shall be lit unless permitted by local or national law or regulation

#### **L9 BURNING OF DEBRIS EXCLUSION**

**We** shall not cover **You** under Section 2 of this Policy against liability arising from the burning of waste materials of any description away from **Your** premises

#### **L10 TREE FELLING EXCLUSION**

**We** shall not cover **You** under Section 2 of this Policy against liability arising from any work involving tree felling and/or lopping

#### **L11 – replaced by L90**

#### **L12 UNDERGROUND SERVICES SEARCH WARRANTY**

**You** agree that prior to the commencement of any excavation digging or earth- moving operation **You** shall have inquired with the owner and/or relevant authority responsible for existing underground cables pipes or other underground facilities as to the location of such cables pipes or other underground facilities at the contract site and **You** shall retain a written record of and response to the said inquiry and produce this to **Us** if requested

#### **L13 SPRAY PAINTING EXCLUSION**

**We** shall not cover **You** under Section 2 of this Policy against liability arising from spray painting of any nature

**L14 POWER CLEANING EXCLUSION**

**We** shall not cover **You** under Section 2 of this Policy against liability arising from any work involving sand blasting and/or power cleaning of any nature

**L15 NOT IN USE**

**L16 WORK ABOVE GROUND LEVEL EXCLUSION**

**We** shall not cover **You** under Sections 1 & 2 of this Policy against liability arising from any work carried out on the outside of any building or structure other than when working wholly at normal ground level

**L17 ABSEILING/CRADLE WORK EXCLUSION**

**We** shall not cover **You** under Sections 1 & 2 of this Policy against liability arising from any work carried out when abseiling or when suspended in any cradle or sling

**L18 HEIGHT LIMIT EXCLUSION (10 METRES)**

**We** shall not cover **You** under Sections 1 & 2 of this Policy against liability arising from any work carried out at heights exceeding 10 metres from ground level

**L19 HEIGHT LIMIT EXCLUSION (15 METRES)**

**We** shall not cover **You** under Sections 1 & 2 of this Policy against liability arising from any work carried out at heights exceeding 15 metres from ground level

**L20 EXCAVATION WORK EXCLUSION**

**We** shall not cover **You** under Sections 1 & 2 of this Policy against liability arising from excavation work of any nature

**L21 DEPTH LIMIT EXCLUSION (2 METRES)**

**We** shall not cover **You** under Sections 1 & 2 of this Policy against liability arising from excavation work carried out at depths exceeding 2 metres

**L22 DEPTH LIMIT EXCLUSION (3 METRES)**

**We** shall not cover **You** under Sections 1 & 2 of this Policy against liability arising from excavation work carried out at depths exceeding 3 metres

**L23 SHORING WARRANTY**

**You** agree that all shaft headings tunnels and all other excavations shall be shored to comply with current Health and Safety Executive regulations

**L24 PLANT HIRE WARRANTY**

**You** agree that 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 in writing by **Us**
- (b) All plant and/or equipment is to be maintained in a safe and sound condition and examined by **You** prior to and at the end of each hiring and any defects rectified
- (c) All plant and/or equipment hired out without an operator will be accompanied with the necessary operating and/or safety instructions

**L25 SPECTATOR STANDS EXCLUSION**

**We** shall not cover **You** under Sections 1, 2 & 3 of this Policy against liability arising from any erection and or dismantling of any spectator stand or seating of temporary or portable design or construction

**L26 DEMOLITION SITES EXCLUSION**

**We** shall not cover **You** under Sections 1, 2 & 3 of this Policy against liability arising from work carried out on demolition sites

**L27 DOGS EXCLUSION**

**We** shall not cover **You** under Section 2 of this Policy against liability arising from the use of any dog in connection with the **Business**

**L28 DOGS WARRANTY**

**You** agree 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

**L29 WRONGFUL ARREST EXCLUSION**

**We** shall not cover **You** under Section 2 of this Policy against liability arising from the wrongful arrest or unlawful detention of any person

**L30 NIGHTCLUB SECURITY EXCLUSION**

**We** shall not cover **You** under Section 2 of this Policy against liability arising from the provision of security for night clubs

**L31 PRINTERS EXCLUSION**

**We** shall not cover **You** under Sections 1, 2 & 3 of this Policy against liability arising from

- (a) **Injury** arising out of the slow sporadic rotation or intermittent movement of a machine intended to place it more advantageously for cleaning or repair while guards are removed
- (b) the use of Toluene Di-isocyanate (TN) or other volatile Isocyanates

**L32 LIBEL/SLANDER EXCLUSION**

**We** shall not cover **You** under Sections 2 & 3 of this Policy against liability arising from

- (a) Libel slander defamation or malicious falsehood
- (b) Slander of title of goods or other injurious falsehood
- (c) Wrongful misrepresentation

**L33 SKIP HIRE WARRANTY**

**You** agree that as a specific condition of the hiring out of any skip **You** shall require the hirer to be responsible for

- (a) obtaining local authority or other consent(s) required
- (b) effecting and maintaining such lighting as may be required in respect of such skip when used or left on a road [public highway?]

**L34 CIVIC AMENITY/WASTE TRANSFER SITES EXCLUSION**

**We** shall not cover **You** under Sections 1,2 & 3 of this Policy against liability arising from the ownership and/or operation of civic amenity and/or waste transfer sites other than sites for **Your** own use only and which are secured against unauthorized access

**L35 SKIP HIRE EXCLUSION**

**We** shall not cover **You** under Sections 1, 2& 3 of this Policy against liability arising from skip hire and/or supply

**L36 WASTE DISPOSAL WARRANTY**

**You** agree that all waste material of any description shall be disposed of at a licensed tip and in accordance with the terms of such licence

**L37 - No longer in use, see L113**

**L38 LANDFILL SITES EXCLUSION**

**We** shall not cover **You** under Sections 1, & 2 of this Policy against liability arising from the ownership and/or operation of landfill sites

**L39 VEHICLE DISMANTLING EXCLUSION**

**We** shall not cover **You** under Section 2 of this Policy against liability arising from the dismantling of any motor vehicle by third parties

**L40 VEHICLE STACKING WARRANTY**

**You** agree that not more than two vehicles shall be stacked together vertically in any one place

**L41 VEHICLE STACKING EXCLUSION**

**We** shall not cover **You** under Sections 1& 2 of this Policy against liability arising from the vertical stacking of vehicles

**L42 LOSS OF DATA EXCLUSION**

**We** shall not cover **You** under Sections 2 & 3 of this Policy against liability arising from the loss or corruption of any data held on or created or processed by any electronic data processing equipment or system

**L43 INJURY OF SPORTING PARTICIPANTS EXCLUSION**

**We** shall not cover **You** under Sections 1 & 2 of this Policy against liability arising from **Injury** to any person playing in training in or practising any contact sports

**L44 PARTICIPANT TO PARTICIPANT EXCLUSION**

**We** shall not cover **You** under Sections 1 & 2 of this Policy against liability arising from **Injury** caused by the acts and/or omissions of any participant towards another participant

**L45 MEMBER TO MEMBER EXTENSION**

This Policy is extended to include liability where so requested by **You** as if an individual Policy had been issued to each of **Your** members

Provided that

- (a) this insurance will not apply where a more specific insurance is in force
- (b) **Our** liability under this Extension shall not exceed the Limit of Indemnity

**L46 MOTORCYCLE COURIER EXCLUSION**

**We** shall not cover **You** under Section 1 of this Policy against liability arising from any work carried out by an **Employee** when working in the capacity of a motorcycle courier

**L47 MANUAL WORK EXCLUSION**

**We** shall not cover **You** under Sections 1 & 2 of this Policy against liability arising from manual work of any nature carried out by **You** or on **Your** behalf

**L48 WOODWORKING MACHINERY EXCLUSION**

**We** shall not cover **You** under Section 1 of this Policy against liability arising from the use of any fixed woodworking or plastic fabrication machinery by any **Employee**

**L49 MARINE WORK EXTENSION WARRANTY**

Notwithstanding exclusion b (ii) under Section 2 **We** will cover **You** in respect of work carried out on watercraft provided that all such work is carried out only whilst such watercraft are in harbour or dry dock

**L50 PROPRIETARY BRANDS WARRANTY**

**You** agree that proprietary brand products only will be used and that these are used and stored in accordance with the manufacturer's instructions

**L51 STAFF PLACEMENT WARRANTY**

**You** agree that all staff placements will be subject to **Your** standard contract conditions as lodged with **Us**

**L52 STAFF PLACEMENT EXCLUSION**

**We** shall not cover **You** under Sections 1& 2 of this Policy against liability arising from the provision by **You** of any staff to [customers/clients?]

**L53 GYMNASIUM WARRANTY**

**You** agree that **You** will

- (a) inspect all equipment at least once each week and repair any defects found immediately
- (b) obtain an industry recognised "Health & Gym experience questionnaire" from all members and/or participants
- (c) where a member and/or participant has insufficient experience or fitness level provide an adequate induction course for the said member and/or participant

**L54 DISCOS/LIVE ENTERTAINMENT EXCLUSION**

**We** shall not cover **You** under Section 2 of this Policy against liability arising from the provision of discos and/or live entertainment of any nature.

**L55 SUNBED/SOLARIUM EXTENSION**

This Policy is extended to include liability arising out of the use of sun beds and/or solariums but subject to the following conditions: -

- (a) Notwithstanding the Limits of Indemnity under Sections 2 & 3 **Our** liability under this extension shall not exceed £100,000 in the aggregate in any one Period of Insurance.
- (b) Notwithstanding the excess contained in the schedule **You** will be responsible for the first £1,000 of each and every claim for **Injury**
- (c) All persons using sun beds shall be provided with and required to wear goggles
- (d) Instructions and appropriate warnings shall be provided to all persons using the equipment
- (e) All equipment shall be used in accordance with the manufacturer's instructions
- (f) All equipment used shall contain an automatic cut-out device to avoid over-exposure

**L56 TREATMENT WARRANTY**

This Policy is extended to include liability arising out of the provision and/or administration of treatment by **You** but subject to the following conditions

- (a) Notwithstanding the limits of indemnity under Sections 2 & 3 **Our** liability under this extension shall not exceed £100,000 in the aggregate in any one Period of Insurance
- (b) Notwithstanding the excess contained in the schedule **You** will be responsible for the first £1,000 of each and every claim for **Injury**
- (c) All treatment shall be carried out by or under the supervision of a suitably qualified person
- (d) **We** shall not cover **You** under Sections 2 & 3 of this Policy against liability in respect of abuse of surgical procedures of any nature. The term 'surgical procedures' is deemed to include body piercing, tattooing electrolysis, thread vein removal the use of lasers or any treatment involving piercing of the skin (other than ear piercing)
- (e) Ear piercing needles' shall not be used more than once

**L57 - NOT IN USE**

**L58 SUNBED/SOLARIUM EXCLUSION**

**We** shall not cover **You** under Sections 2 & 3 of this Policy against liability arising from the use of sun beds and/or solariums

**L59 BODILY TREATMENT EXCLUSION**

**We** shall not cover **You** under Sections 2 & 3 of this Policy against liability arising from the provision of any medical or other bodily treatment (other than first aid and ambulance services)

**L60 PHARMACEUTICAL DRUGS EXCLUSION**

**We** shall not cover **You** under Sections 2 & 3 of this Policy against liability arising from the provision and/or administration of drugs and/or pharmaceuticals of any nature

**L61 ABUSE EXCLUSION**

**We** shall not cover **You** under Section 2 of this Policy against liability arising from abuse of any nature whether direct or indirect

**L62 TOUR OPERATORS LIABILITY EXCLUSION**

**We** shall not cover **You** under Section 2 of this Policy against liability arising from any arrangement that is subject to the Package Travel Regulations 1992 or any regulations that supplement or replace them.

**L63 CLAIMS MADE**

It is hereby noted and agreed that Section 3 (Products Liability) is 'claims made' and cover will only be provided in respect of occurrences that occur and are notified to **Us** during the period of Policy — retroactive date inception

**L64 NORTH AMERICAN PRODUCTS EXTENSION**

Notwithstanding exclusion (a) under Section 3 of this Policy **We** will cover **You** against liability caused by **Goods** for use in the United States of America or Canada or their respective territories or possessions, but provided that -

- (a) Any action for damages is brought against **You** within the jurisdiction of a court within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- (b) Costs and expenses are inclusive within the Limit of Indemnity
- (c) **We** shall not cover **You** against liability directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere

**L65 TERRITORIAL LIMITS EXTENSION (EUROPE)**

Notwithstanding the geographical limits under Sections 1& 2 of this Policy **We** will cover **You** in respect of work carried out within other European Union countries and in connection with **Your** business

**L66 NOT IN USE**

**L67 AMUSEMENT ARCADE EXCLUSION**

**We** shall not cover **You** under Sections 2 & 3 of this Policy against liability arising from 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 which involves the kicking and/or punching of any objects
- (d) Any equipment and/or amusement which involves the throwing and/or firing of projectiles of any nature.
- (e) Any equipment and/or amusement for use outside **Your** premises

**L68 LEGIONNAIRES DISEASE EXCLUSION**

**We** shall not cover **You** under Sections 2 & 3 of this Policy against liability arising from Legionnaires Disease

**L69 PRODUCT ORIGIN WARRANTY**

**You** agree that all **Goods** are sourced from suppliers from within the European Union United States of America or Canada only

**L70 PRODUCT MANUFACTURE/ALTERATION EXCLUSION**

**We** shall not cover **You** under Sections 1, 2& 3 of this Policy against liability arising from the manufacture alteration blending packaging or labeling of any **Goods**

**L71 HAZARDOUS WORK EXCLUSION**

**We** shall not cover **You** under Sections 1 & 2 of this Policy against liability arising from or in connection with

- (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 or chimney shafts
- (c) Underpinning pile driving quarrying tunneling mines ships or blast furnaces.
- (d) The use of explosives
- (e) Any work undertaken airside or on or in the immediate vicinity of aircraft
- (f) Any work on or in
  - i ) docks harbours or railways
  - ii ) chemical or petrochemical works oil or gas refineries or storage facilities
  - iii) power stations or nuclear power stations

**L72 EFFICACY EXCLUSION**

**We** shall not cover **You** under Section 3 of this Policy against any liability arising from the failure (whether full or partial) of any **Goods** to perform the function for which they were intended

**L73 to L74 – NOT IN USE**

**L75 HAZARDOUS PREMISES EXCLUSION**

**We** shall not cover **You** under Sections 1 & 2 of this Policy against liability arising from or in connection with:

- (a) towers steeples chimney shafts blast furnaces dams canals viaducts bridges or tunnels
- (b) aircraft airports ships docks piers wharves breakwaters or sea walls
- (c) collieries mines chemical works gas works oil refineries or power stations.
- (d) bulk oil petrol gas or chemical storage tanks or chambers

**L75 (a) HAZARDOUS PREMISES EXCLUSION**

**We** shall not cover **You** under Sections 1 & 2 of this Policy against liability arising from or in connection with:

- (a) towers steeples chimney shafts blast furnaces dams canals viaducts bridges or tunnels
- (b) aircraft airports ships docks harbours railways piers wharves breakwaters or sea walls
- (c) collieries mines chemical works gas works oil refineries or power stations.
- (d) bulk oil petrol gas or chemical storage tanks or chambers

**L76 to L81 – NOT IN USE**

**L82 THIRD PARTY VEHICLES EXCLUSION**

**We** shall not cover **You** under Section 2 of this Policy against liability arising from any work involving the repair and or service of vehicles other than **Your** own vehicles

**L83 OWN GOODS PRODUCTS LIABILITY EXCLUSION**

**We** shall not cover **You** under Section 3 of this Policy against liability arising from products sold or supplied by or on behalf of **You**

**L84 AIRSIDE LIABILITY EXCLUSION**

**We** shall not cover **You** under Section 2 and 3 of this Policy against liability arising from any work in or on aircraft airport or aerodrome runways maneuvering areas or aprons or those parts of airports or aerodromes to which aircraft have access

**L85 LIVESTOCK AND ANIMAL WASTE EXCLUSION**

**We** shall not cover **You** under Section 2 and 3 of this Policy against liability arising from any work involving livestock and animal waste

**L86 CARRIAGE OF HAZARDOUS GOODS EXCLUSION**

**We** shall not cover **You** under this Policy against liability arising from

- i ) any vehicle carrying Explosives and Radioactive Materials as defined under The United Nations Model Regulations on the Transport of Dangerous Goods 14<sup>th</sup> revised edition (2005) Classifications 1 & 7 and any subsequent Acts and Regulations that apply
- ii) any vehicle carrying inflammable liquids or gases in road or container tankers

**L87 BODILY INJURY TO WORKING PARTNERS EXTENSION**

Subject to the appropriate Employers Liability premium being paid each of **Your** working Principals and/or Partners will be deemed to be an **Employee** in respect of claims for **Injury** for which another Principal and/or Partner or **Employee** of **Yours** is legally liable.

**L88 TEMPORARY EMPLOYEE CLAUSE**

Subject to the appropriate additional premium being paid, **We** will cover **You** under this Policy against liability arising from Temporary Employees. The employment of such Temporary Employee included by this extension is limited to a maximum of 6 calendar months in any 12 month Period of Insurance.

**L89 ASBESTOS – ACCIDENTAL DISCOVERY – NO LONGER IN USE**

**L90 - BONA FIDE SUB CONTRACTORS CONDITION**

**We** will not cover **You** under this Policy in respect of any claim arising out of or in connection with work undertaken on **Your** behalf by bona fide independent contractors (not defined as an **Employee** under this Policy) unless at the time of engaging such contractors **You** obtain and retain a copy of the relevant insurance policy schedule or other proof thereof that such contractors have in force

- (a) an approved Employers Liability insurance in accordance with any law relating to compulsory insurance of liability to employees and
- (b) Public and Products Liability insurance suitable for the nature of the work undertaken on behalf of **You** and with a limit of indemnity not less than that applying to this Policy and containing an indemnity to principals clause

**L91 LOSS OF KEYS EXCLUSION**

**We** shall not cover **You** under Section 2 & 3 of this Policy against liability arising from loss of keys.

**L92 RIP AND TEAR EXCLUSION**

**We** shall not cover **You** under Section 2 & 3 of this Policy

- (a) for the cost of digging out removing replacing any cement or concrete supplied by **You**
- (b) for any claim for rebuilding costs including any loss or expense arising from rebuilding which is due to the failure of cement or concrete to fulfill the purpose for which it is supplied

**L93 –VENUE LIABILITY EXCLUSION**

**Not in Use see L131**

**L94 – PYROTECHNICS EXCLUSION**

**We** shall not cover **You** under Section 2 of this Policy against liability arising from the use of pyrotechnics or dry ice machines.

**L95 – FIREARMS EXCLUSION**

**We** shall not cover **You** under this Policy against liability arising from any work involving the use of firearms of any description.

**L96 - RIGHTS OF RECOURSE CONDITION**

It is a condition precedent to liability under Section 3 of this Policy that no **Goods** are obtained by **You** on terms which prevent **You** exercising **Your** rights of recovery under the ordinary process of law against the manufacturers or suppliers of such **Goods**. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to cover **Your** claim in full.

**L97 – PERSONAL PROTECTIVE EQUIPMENT CONDITION**

It is a condition precedent to liability under this Policy that:-

1. all **Employees** are made aware of the dangers of not using personal protective equipment,
2. personal protective equipment is provided,
3. a register is maintained which demonstrates that **Employees** have received appropriate training and are fully conversant with the way in which to access and use such personal protective equipment.

If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to cover **Your** claim in full.

**L98- ANIMAL FEED EXCLUSION**

**We** shall not cover **You** under Section 3 of this Policy against liability arising out of the provision of waste or any other product for the purpose of use as animal feed

**L99- RESHOOTING OF FILM AND/OR PHOTOGRAPHIC SHOTS EXCLUSION**

**We** shall not cover **You** under Section 3 of the Policy for the cost of reshooting of film and/or photographic materials

**L100- KNIFE WORK AND DE-BONING EXCLUSION**

**We** shall not cover **You** under Section 1, 2, and 3 of this Policy against liability arising from the use of knives in butchery work and/or the de-boning of poultry and/or other livestock

**L101- HIRE OF INSURED'S BUILDINGS AND/OR LAND BY THIRD PARTIES WARRANTY**

**You** agree that in all cases where **You** hire out premises and/or land owned or legally under **Your** control to third parties **You** will ensure that such third parties have Public Liability insurance in place to the same level of coverage and indemnity as **Your** own Policy

**L102 – PRODUCTS LIABILITY EXCLUSION**

**We** shall not cover **You** under Section 3 (Products Liability) of this Policy.

**L103 – SECTION 3 PRODUCTS LIABILITY CLAIMS MADE RUN OFF EXTENSION**

**We** will cover **You** subject to the Limit of Indemnity terms exceptions and conditions of this Policy in respect of accidental **Injury** and accidental loss of or damage to **Property** occurring after the Retroactive Date as stated herein and prior to the ..... but for which a claim is first made in writing to **You** during this Period of Insurance  
 Provided that

- a) the cover granted by this Extension:
  - i) shall only apply in so far as **You** are unable to obtain indemnity under any previous policy of insurance in respect of such **Injury** or loss of or damage to **Property**
  - ii) shall only apply to liability arising out of the **Business** as described in the Policy Schedule
- b) the cover granted by this Extension excludes and does not apply where **Your** failure to obtain indemnity under a previous insurance is due to
  - i) a limiting conditional or restrictive endorsement on such insurance
  - ii) a breach of policy condition
  - iii) non-disclosure or misrepresentation of a material fact
  - iv) the insolvency liquidation or any scheme of arrangement of a previous insurer or the party providing cover
- c) **We** shall not be liable for any losses or circumstances which might give rise to a loss by **You** that might give rise to a claim during the Period of Insurance and which you knew about before the start of the Policy Period.
- d) **We** shall not be liable for the first £2,000 each and every claim under this Extension

**Retroactive Date**

- a) The Retroactive Date is the .....
- b) Retroactive Date means the date stated in a) above from which either **Goods** were supplied by or on behalf of **You** or on which contracts undertaken by **You** commenced

**L104 ADMINISTRATION OF DRUGS EXTENSION**

This Policy is extended to include liability arising out of the administration of or the failure to administer prescribed ethical or non-ethical drugs by **You** or qualified nurses occurring in connection with the **Business** during the Period of Insurance

Provided that

**We** shall not be liable for any liability arising from

- (a) Prescription errors
- (b) Surgical operations
- or
- (c) the liability of doctors surgeons and anaesthetists

**L105 BURNING AND WELDING WARRANTY (For One Manual Worker only)**

**You** agree that the following special precautions will be complied with on each occasion in relation to any of the following work and that no such work shall be carried out unless specifically authorized by the occupier of the premises at which the work is to be undertaken and that the occupier shall specifically approve the following safety arrangements

- (a) Work involving any blow lamp, blow torch, flame gun or hot air gun or work involving electric gas or other welding cutting or portable grinding equipment
  - (i) The area in which work is to be carried out (including adjoining shafts or openings and the area 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
  - (ii) 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

- (iii) Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work
- (iv) All burning equipment is to be lit and used in strict accordance with the manufacturer's instructions not left unattended when lit and extinguished immediately after use
- (v) Hot air guns are to be switched off when unattended and immediately after use
- (vi) All portable grinders are to be switched on and used in strict accordance with the manufacturers instructions and switched off when unattended and immediately after use
- (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) A continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work and 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 or has been carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) and a further check is to be made not less than 30 minutes immediately following the completion of each period of work.

(b) 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 or has been carried out (including adjoining shafts or openings and the area on the other side of any wall or partition)

#### **L106 - PETROL FILLING STATION EXCLUSION**

**We** shall not cover **You** under Section 2 & 3 of this Policy against liability arising from

- (a) the sale loan hire servicing testing or repair of any motor vehicle
- (b) the filling or discharging of fuels or oils or any pollution or contamination arising there from
- (c) the ownership or operation of a car wash

#### **L107- FINANCIAL LOSS EXTENSION**

**Not in use – see L141**

#### **L108- RESTRICTED ACCESS WARRANTY**

**You** agree that the following special precautions will be complied with on each occasion in relation to any third party visitor on any premises owned or operated by **You**

- (a) All visitors to be signed in and out by **You** including date and time record keeping
- (b)** All visitors to be accompanied at all times by a competent person employed by **You**
- (c) **You** shall not permit any visitor to break up or remove any metals or other materials or vehicle including spare parts and accessories or use any equipment

#### **L108 (a)- RESTRICTED ACCESS WARRANTY**

**You** agree that the following special precautions will be complied with on each occasion in relation to any third party visitor on any premises owned or operated by **You**

- (a) All visitors to be signed in and out by **You** including date and time record keeping
- (b) All visitors to be accompanied at all times by a competent person employed by **You**
- (c) **You** shall not permit any visitor to break up or remove any metals or other materials or vehicle including spare parts and accessories or use any equipment
- (d) All visitors are required to wear Hi-Viz Jackets as provided by **You** which are signed for by the visitor
- (e) All spaces where vehicles and pedestrians come into contact have clearly marked routes in which they are to travel.

#### **L109-ROOF WORK EXCLUSION**

**We** shall not cover **You** under this Policy against liability arising from any work carried out on roofs.

**L110-SPORTS ACTIVITY EXCLUSION**

**We** shall not cover **You** under section 1 & 2 of this Policy against liability arising from sports participation, including but not limited to, umpiring, coaching, demonstrations, training, sparring, bouts and competitive games.

**L111-INVASIVE PRODUCTS EXCLUSION**

**We** shall not cover **You** under section 2 & 3 of the this Policy against liability in respect of the manufacture, supply, or fitting of any product intended for use inside the body or directly on to the skin.

**L112- NO LONGER IN USE**

**L113- HAZARDOUS MATERIALS EXCLUSION**

**We** shall not cover **You** under Sections 1, 2 & 3 of this Policy against liability arising from the use handling storage or carriage of any material or substance recognised as toxic or otherwise hazardous as defined by The Hazardous Waste (England and Wales) Regulations 2005 and any subsequent Regulations that apply

**L114 – HOTEL PROPRIETORS ACT EXTENSION**

**We** shall cover **You** under Section 2 of this Policy against liability for loss of or damage to jewellery gold or silver articles or other articles of precious metal precious stones money securities for money or valuables of any kind deposited with **You** for safe custody

Provided that

- A) **Our** liability shall not exceed £10,000 in respect of **Property** any one guest and £100,000 in respect of the **Property** of all guests in any one Period of Insurance
- B) such articles are kept in a locked safe or strong room and a receipt is issued
- C) **You** shall continuously display in the appropriate place a copy of the Notice as set out in the Schedule to the Hotel Proprietors Act 1956

**L115 – HOTEL PROPRIETORS ACT EXCLUSION**

**We** shall not cover **You** under Section 2 of this Policy against liability for loss of or damage to jewellery gold or silver articles or other articles of precious metal precious stones money securities for money or valuables of any kind deposited with **You** for safe custody or offered for deposit to and refused by **You** or any **Employee**

**L116 – CROP SPRAYING EXCLUSION**

**We** shall not cover **You** under section 2 of this Policy against liability arising from any loss of or damage to **Property** which is subjected to Crop-Spraying or Soil Treatment.

**L117 – PETROL STATION EXCLUSION**

**We** shall not cover **You** under Section 2 and 3 of this Policy against liability arising from the operation of petrol pumps, service station forecourt, the underground tanks or any car wash facilities present on the site and the sale or supply of petrol.

**L118 – STRAYING OF ANIMALS EXCLUSION**

**We** shall not cover **You** under Section 2 and 3 of this Policy against liability arising from the straying of animals and livestock from land or property operated, owned, leased or used by **You** in the course of **Your** business

**L119 – PRINTING ERRORS AND OMISSIONS EXCLUSION**

**We** shall not cover **You** under section 2 and 3 of this Policy against liability arising from any error and omission made in respect of the production of printed matter.

**L120 – ELECTROMAGNETIC FIELDS EXCLUSION**

**We** shall not cover **You** under section 2 and 3 of this Policy against liability arising out of or is contributed to directly or indirectly by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated

**L121 – MOVEMENT OF VEHICLE EXCLUSION**

**We** shall not cover **You** under section 2 & 3 of this Policy in respect of the movement of Third Party Vehicles by **You**.

**L122 – INSTRUCTORS LIABILITY EXCLUSION**

**We** shall not cover **You** under Section 2 and 3 of this Policy against liability arising from any instruction errors or omissions.

**L123 FAILURE TO PERFORM EXCLUSION - ALARMS**

**We** shall not cover **You** under Section 3 of this Policy against any liability arising from the failure of any **Goods** to signal or to otherwise perform the functions for which they are intended

**L124 FAILURE TO PERFORM EXCLUSION – PAINT DYES PIGMENTS AND SURFACE COATINGS PRODUCTS**

**We** shall not cover **You** under Section 3 of this Policy against any liability arising from the failure of any **Goods** to match or to adhere to or protect articles coated or any damage to articles caused by the application of the **Goods**

**L125 FAILURE TO PERFORM EXCLUSION – MEASURING AND SENSING DEVICES**

**We** shall not cover **You** under Section 3 of this Policy against any liability arising from any errors or omissions in information supplied displayed or otherwise produced by any **Goods**

**L126 FAILURE TO PERFORM EXCLUSION – PUMPS VALVES AND THERMOSTATS**

**We** shall not cover **You** under Section 3 of this Policy against any liability arising from the failure of any **Goods** to control or monitor the flow of gasses liquids solids or electricity

**L127 FAILURE TO PERFORM EXCLUSION – FERTILIZERS HERBICIDES PESTICIDES AND INSECTICIDES**

**We** shall not cover **You** under Section 3 of this Policy against any liability arising from the failure of any **Goods** to destroy pests weeds or to increase yields or any damage to any mixture of which any **Goods** supplied by **You** is a constituent

**L128 TREATMENT RISK – HAIRDRESSERS AND BEAUTICIANS**

**Our** liability under Sections 2 and 3 of this Policy arising from the lack of care or skill in the carrying out of any treatment by **You** undertaken in the ordinary course of the **Business** shall not exceed £100,000 in the aggregate in any one Period of Insurance inclusive of claimants costs and expenses

**We** shall not cover you for

- (a) liability which results from chiropody electrolysis or any treatment of the eye or eye lashes
- (b) liability in respect of tinting and dyeing of the hair permanent waving special treatment of the hair or scalp pedicuring manicuring or beauty treatment that is carried out by apprentices with less than 2 years continuous service unless done under the strict supervision of a qualified person who is over 18 years and with no less than 3 complete years continuous experience of professional hairdressing or beauty treatment
- (c) liability which results from any treatment involving the breaking of skin or the use of lasers
- (d) liability which results from the failure by **You** or on **Your** behalf to carry out the tests as prescribed by the manufacturers of any preparation before treatment is given

**L129 MEDICAL AND REPATRIATION COSTS EXCLUSION**

**We** shall not cover **You** under section 1 of this Policy for any costs incurred by **You** for medical and repatriation costs outside, Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and any other EU Member State.

**L130 INDEPENDENT CONTRACTORS EXCLUSION**

**We** shall not cover **You** under this Policy for any liability arising out of the engagement of independent contractors.

**L131 VENUE LIABILITY EXCLUSION**

Notwithstanding anything to the contrary in the Policy **We** shall not cover **You** under Section 2 of this Policy for any liability for any **Injury** loss of or damage to **Property** arising out of or in connection with any venue that is leased or hired to **You** or for which **You** may otherwise be responsible in connection with the **Business**

**L132 – CHILD PROTECTION WARRANTY**

**You** warrant that for all **Employees** including volunteers that **You** have in place a full written policy for the Protection of Children and Vulnerable Adults based on Children First, National Guidelines for the Protection of Children and Duty to Care – The Principles of Good Practice and for the Protection of Children and Young People as published by The Department of Health and Children Furthermore, the Garda Central Vetting Unit must be used to check all **Employees** and volunteers who may have access to unsupervised children and vulnerable adults.

**L133 – HAULAGE OF GOODS EXCLUSION**

**We** shall not cover **You** under Sections 2 & 3 of this Policy for any liability arising out of

- a) Injury or damage caused by the wrongful delivery or the contamination in transit of any load.
- b) loss of or damage to any **Goods** or their packaging or containers shipped or forwarded by or on behalf of **You**

**L134 – PROFESSIONAL INDEMNITY EXCLUSION**

Notwithstanding anything to the contrary in the Policy **We** shall not cover **You** under Sections 2 & 3 of this Policy for legal liability arising from any negligence act error or omission malpractice or mistake committed or alleged to have been committed in the provision of professional services by **You** or on **Your** behalf

For the purposes of this Policy professional services includes but is not limited to advice opinion plans reports the preparation or approval of maps drawings surveys designs specification or formulae or inspections whether for a fee or not

**L135 – HEAT EXCLUSION**

**We** shall not cover **You** under Section 2 of this policy arising from any work involving the use application or intentional generation of any heat naked flame or spark.

**L136 – LEGIONELLOSIS EXTENSION**

Notwithstanding General Exclusion 14 of this Policy **We** will cover **You** under Section 2 and 3 of this Policy in respect of all sums which **You** shall become legally liable to pay as damages and claimants costs and expenses for accidental **Injury** caused by Legionellosis arising out of the **Business** and for which a claim is first made in writing to **You** during the Period of Insurance

Provided that **Our** maximum liability for all claims arising out of this Extension shall not exceed £500,000 inclusive of all claimants costs and expenses in any one Period of Insurance

Special Provisions

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All claims arising out of the same isolated repeated or continuing incidence of Legionellosis shall be deemed to be made in the same Period of Insurance when

A) the first claim was first made in writing to **You** and notified to **Us**

Or

B) the first notification of any circumstance was first made to **Us**

Exclusions

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In addition to the General Exclusions of the Policy and the Exclusions of the Public and Products Liability Sections (2 and 3) including any extensions or endorsements the following exclusions also apply

We will not cover you for

1. the first 10% of any loss or £1,500 whichever is the greater which amount **You** shall be liable to pay
2. any Legionellosis which is diagnosed prior to the inception date of this Policy
3. any loss where there is a more specific insurance policy in place
4. any liability in circumstances where **You** or any competent person acting on **Your** behalf has failed to carry out a Legionella risk assessment at least every two years or when the water system or plant has been changed

**L137 DISCLOSURE AND BARRING SERVICE (DBS) WARRANTY**

**You** warrant that all people engaged who will have contact with minors must be checked by and registered with the Disclosure and Barring Service (DBS). Failure to comply with this warranty may render the Policy inoperative in the event of a claim.

**L138 FISHING LAKE WARRANTY**

**You** warrant that when fishing lakes are used that:

- a) Lake rules are predominately displayed
- b) No person under the age of 18 shall be permitted in any boat unless accompanied by an adult
- c) Buoyancy Aids are positioned around the lake.

If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to cover **Your** claim in full.

**L139 BUILDING OPERATION EXCLUSION**

**We** shall not cover **You** under this Policy for any legal liability directly or indirectly resulting from or in consequence of building operations, renovations or refurbishments of any nature.

**L140 GOVERNMENT AND LOCAL AUTHORITY ENERGY SCHEME EXCLUSION**

**We** shall not cover **You** under Section 3 of this Policy for liability for damage or **Injury** or any associated costs or expenses arising from the installation of insulating material or solar panels in connection with any government or local authority sponsored energy efficiency or energy saving scheme where such damage or **Injury** occurs after installation.

**L141- FINANCIAL LOSS EXTENSION**

The insurance as stated in the Public and Products Liability Sections (2 and 3) of this Policy is extended to cover **You** subject to the terms exceptions and conditions of this Policy and of its Extensions any Endorsement attached to it in respect of all sums which **You** shall become legally liable to pay as damages and claimants costs and expenses for accidental **Financial Loss** in connection with the **Business** during the Period of insurance

**Financial Loss** For the purposes of this Endorsement shall mean a pecuniary loss cost or expense and not occasioned by **Injury** or loss of or damage to **Property** or pollution and contamination

**LIMIT OF INDEMNITY**

The maximum liability of **Us** for all claims for **Financial Loss** arising out of this Endorsement will not exceed £..... in any one Period of Insurance

**EXCLUSIONS**

In Addition to the General Exclusions of the Policy and the Exclusions to the Public and Products Liability Sections (2 and 3) and the exclusions to any extensions all of which shall apply to the Policy provided under this Endorsement the following Exclusions shall also apply

**We** shall not be liable for

1. the first 10% of any loss or £1,500 whichever is the greater which amount shall be retained by **You** as their own liability and uninsured
2. liability which results from fraud dishonesty insolvency financial default conspiracy conversion deceit intimidation inducement or breach of contract injurious falsehood or passing off or infringement of trademark trade name merchandise mark registered design copyright or patent right or negligent mis-statements
3. any act of libel or slander or defamation
4. the abandonment or postponement of any exhibition meeting function or other event organized by **You**
5. liability arising out of the Data Protection Act 2018

6. liability suffered as a result of prototype **Goods** which are supplied on an experimental or trial basis
7. liability suffered as a result of non-delivery or late delivery of any **Goods** or non-completion or late completion of works or operations by or on behalf of **You**
8. liability arising solely from the failure or unsuitability of any **Goods** where such failure or unsuitability is directly or indirectly traceable to any defect in the design formula specification or quality assurance system of such **Goods**
9. loss of money or for refunds securities and electronic data