

ENDORSEMENTS

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

Clause 1 - Bona Fide Sub-Contractors Clause

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

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

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

Clause 2 - Manual Work Away Exclusion

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

Clause 3 – Total Manual Work Exclusion

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

Clause 4 - Administration of Drugs Exclusion

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

Clause 5 - Abuse Exclusion

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

Clause 6 - Heat Work Away Exclusion

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

Clause 7 - Bodily Treatment Exclusion

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

Clause 8 - Loss, Damage or Corruption of Data Exclusion

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

Clause 9 - Tree Root Damage Exclusion

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

Clause 10 - Sporting Participation Exclusion

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

Clause 11 - Damage to Item being Worked Upon Exclusion

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

Clause 12 - Burning of Debris Exclusion

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

Clause 13 - Proprietary Brands Warranty

It is warranted by the Insured that precedent to the liability of Underwriters hereon, proprietary brand products only will be used and that these are used and stored in accordance with the manufacturer's instructions.

Clause 14 - Height Limit (10 meters)

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

Clause 15 - Depth Limit (3 meters)

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

Clause 16 - Haulage Clause

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

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

Clause 17 - Libel and Slander Exclusion

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

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

Clause 18 - Products: Component Part Exclusion

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

Clause 19 - Emergency Services Notification Clause

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

Clause 20 - Rights of Recourse Warranty

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

Clause 21 - Waste Disposal Warranty

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

Clause 22 - Live Entertainment and Disco Exclusion

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

Clause 23 - Claims Made Warranty (Products Liability)

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

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

Clause 24 - Use of Dogs Exclusion

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

Clause 25- Dogs Warranty

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

Clause 26 - Underground Services Clause (Applicable to Section B)

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

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

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

Clause 27 – Professional Services Exclusion (Applicable to Section B)

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

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

Clause 28 - USA and Canada Products Exclusion

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

Clause 29 – High Risk Location Exclusion

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

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

Clause 30 – Personal Protective Equipment Warranty

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

Clause 31 - Wood-Working Machinery Exclusion

Underwriters shall have no liability under Section A of this insurance to provide an indemnity or benefit for any legal liability arising out of or in connection with any claim arising out of or in connection with the Insured's employee's use of wood-working machinery, driven by steam, gas, water, electricity or other mechanical power.

The expression "Wood-Working Machinery" shall be deemed to include:-

- lathes
- fret-saws
- boring Machines
- sanding Machines
- mechanically-driven portable tools applied to the work by hand, other than pendulum and swing saws.

Clause 32 - Structural Steel Erection Exclusion

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

Clause 33 - Excludes Heat Work Away other than by BFSC

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

Clause 34 - Welding Exclusion

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

Clause 35 - Products Exclusion (Applicable to Section C)

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

Clause 36 - Toxic/Hazardous Goods Exclusion

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

Clause 37 - Waste Transfer Station Exclusion

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

Clause 38 – Skip Hirers Warranty

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

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

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

Clause 39 - Skip Hire Exclusion

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

Clause 40 - Trackside Exclusion

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

Clause 41- Tree Felling Exclusion

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

Clause 42 – Spray Painting Exclusion

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

Clause 43 – Power Cleaning Exclusion

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

Clause 44 – Plant Hire Warranty

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

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

Clause 45 - Demolition Sites Exclusion

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

Clause 46 - Landfill Sites Exclusion

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

Clause 47 - Participant to Participant Exclusion

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

Clause 48 - Travel Insurance Warranty

It is warranted by the Insured that precedent to the liability of Underwriters hereon, adequate travel insurance is arranged on each occasion when the Insured persons are travelling outside the United Kingdom.

Clause 49 - Amusement Arcade Exclusions

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

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

Clause 50 - Fork-Lift Truck Condition

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

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

Clause 51- Burning and Welding Warranty

The INSURED hereby warrants that the following special precautions will be complied with on each occasion of any of the following work:

- (a) Work involving the use of any blow lamp, blow torch, flame gun or hot air gun:
 - (i) The area in which work is to be carried out is to be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non- combustible material;
 - (ii) Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
 - (iii) All blow lamps, blow torches and flame guns are to be lit in strict accordance with the manufacturer's instructions, not left unattended when lit and extinguished immediately after use;
 - (iv) Hot air guns are to be switched off when unattended and immediately after use;
 - (v) During the period of not less than thirty minutes immediately following completion of each period of work, a continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work;
- (b) Work involving any electric, gas or other welding, cutting or portable grinding equipment:

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

(c) Work involving asphalt or bitumen tar boilers:

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

Clause 52- Gymnasium Clause

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

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

Clause 53- Full Repairing Lease Clause

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

Clause 54- Deep Fat Fryer Warranty

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

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

Clause 55- Printers Warranty

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

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

Clause 56- Mobile Telephone Equipment Exclusion

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

Clause 57- Boating Lake Warranty

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

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

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