

# Oxygen Combined Liability Insurance Policy

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Effected through:

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

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

PROVIDED always that:

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

Continued Overleaf

IN WITNESS whereof this Policy has been signed as follows:

100% with Great Lakes Reinsurance (UK) PLC

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

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

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

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

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

Authorised signatory

Date

## LIABILITY INSURANCE

### 1. OPERATIVE CLAUSE

The Underwriters will indemnify the Insured against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of the United Kingdom. This indemnity applies only to such legal liability as defined by each insured Section of this Policy arising out of the Business specified in the Schedule, subject always to the terms, conditions and exclusions of such Section and of the Policy as a whole.

### 2. DEFINITIONS

For the purpose of this Policy:

#### 2.1. Insured means:

2.1.1. the person, persons or corporate body named in the Schedule

2.1.2. subsidiary companies of the Insured notified to and accepted in writing by the Underwriters.

#### 2.2. Business means the business conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and shall include:

2.2.1. the ownership, repair and maintenance of the Insured's own property

2.2.2. provision and management of canteen, social, sports and welfare organisations for the benefit of any Person Employed and medical, fire fighting, and security services

2.2.3. private work undertaken by any Person Employed for any director or partner of the Insured with the prior consent of the Insured.

#### 2.3. Injury means death, bodily injury, illness or disease of or to any person.

#### 2.4. Damage means loss of possession of or damage to tangible property.

#### 2.5. Person Employed means any:

2.5.1. Employee being a person under a contract of service or apprenticeship with the Insured

2.5.2. labour master and persons supplied by him

2.5.3. person employed by labour only sub-contractors

2.5.4. self employed person under the control of the Insured

2.5.5. person hired to or borrowed by the Insured

2.5.6. person undertaking study or work experience or youth training scheme with the Insured working for the Insured in connection with the Business.

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

### 3. INDEMNITY TO OTHERS

The indemnity granted extends to:

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

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

### 4. CROSS LIABILITIES

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

## 5. LIMITS OF INDEMNITY

5.1. SECTION A – The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one claim against the Insured or series of claims against the Insured arising out of one occurrence.

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

Provided always that the Limit of Indemnity:

5.2.1. under Section B in respect of liability arising out of Pollution applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance

5.2.2. under Section C applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance.

## 6. DEFENCE COSTS

The Underwriters will also pay all Defence Costs.

Defence Costs include legal expenses:

6.1. incurred by or awarded against the Insured arising out of any prosecution of the Insured:

6.1.1. for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)

6.1.2. for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)

Provided that Underwriters' shall not be liable for any fines or penalties imposed as a consequence of such prosecution

6.2. arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry

6.3. arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy

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

## 7. COMPENSATION FOR COURT ATTENDANCE

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

7.1. any director or partner £250

7.2. any Employee £100

## SECTION A – EMPLOYERS' LIABILITY

### 8. SECTION A – INDEMNITY

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

### 9. SECTION A – EXCLUSIONS

This Section does not apply to or include legal liability:

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

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

### 10. SECTION A – COMPULSORY INSURANCE CLAUSE

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

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

## SECTION B – PUBLIC LIABILITY

### 11. SECTION B – INDEMNITY

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

### 12. SECTION B – EXCLUSIONS

This Section does not apply to or include legal liability:

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

## SECTION C – PRODUCTS LIABILITY

### 13. SECTION C – INDEMNITY

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

### 14. SECTION C – EXCLUSIONS

This Section does not apply to or include legal liability:

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

## GENERAL EXCLUSIONS

### 15. EXCLUSIONS APPLICABLE ONLY TO SECTIONS B & C

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

15.1. arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage

15.2. arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties

15.3. arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the Insured demonstrates that such Pollution;

15.3.1. was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance

15.3.2. was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution

Provided always that all such Pollution which arises out of one incident shall be considered for the purposes of this Policy to have occurred at the time such incident takes place and that Underwriters total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance.

15.4. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

15.5. directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of Terrorism. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

15.6. a. directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

b. any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

c. any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens

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

For the purpose of this exclusion, Injury shall include mental anguish, mental injury and/ or emotional distress.

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

## 16. EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

This Policy does not apply to or include legal liability:

16.1. directly or indirectly caused by or contributed to by or arising from:

16.1.1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

16.1.2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Provided that in respect of claims arising out of Injury which form the subject of Indemnity under Section A this Exclusion shall only apply to liability:

- a) of any party to whom Indemnity is granted under Clause 3.4. (or their personal representatives)
- b) assumed by the Insured by agreement which would not have attached in the absence of such agreement

16.2. for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever

16.3. for the Excess stated in the Schedule in respect of the first amount of each claim arising out of Damage

16.4. which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance.

## GENERAL CONDITIONS

### 17. GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

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

- 17.1. The Insured shall give immediate notice in writing to the Underwriters of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received.
- 17.2. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Underwriters may reasonably require.
- 17.3. The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment (unless the Limit of Indemnity is stated to be inclusive of Defence Costs).

Provided that if the Underwriters exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Limit of Indemnity under this Policy then the Underwriters will also contribute their proportion of subsequent Defence Costs incurred with their consent as the Limit of Indemnity bears to the amount paid to dispose of a claim.

- 17.4. The Insured shall give notice to the Underwriters of any alteration or circumstance which materially affects the risks insured under this Policy and until the Underwriters be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium (if any) the Underwriters shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.
- 17.5. Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and within 90 days of expiry of the Period of this Insurance declare such particulars as the Underwriters require. The premium shall then be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees, the required declaration shall also include remuneration to all persons defined as Persons Employed by this Policy. Failure to declare such particulars to the Underwriters shall entitle the Underwriters to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.

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

17.12. Data Protection Act 1998

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

17.13. E.U. Disclosure Clause (UK)

Notice to the Proposer/Insured

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

17.14 Your Right to Cancel

You may cancel the policy within 14 days of the conclusion of the contract or the day on which you receive the policy document, although we reserve our rights on refunding any premium if you have made a claim on this policy. To exercise your right to cancel, contact the broker who arranged this cover for you.

## 18. Complaints Procedure

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

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

Great Lakes Reinsurance (UK) PLC  
1 Minster court  
Mincing Lane  
London EC3R 7YH  
Telephone 0207 929 2893 Fax 020 7626 0371

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

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Telephone : 0845 080 1800  
Email : [Complaint.info@financial-ombudsman.org.uk](mailto:Complaint.info@financial-ombudsman.org.uk)

## **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.