

Tradewise General Liability Insurance

POLICY SUMMARY:

Important facts about your General Liability Insurance are summarised below. Please be advised this document is merely a summary and does not describe all of the terms and conditions of your insurance policy, so please take your time to read the policy booklet to ensure that you are fully aware of all the policy terms and conditions that may apply.

NAME OF INSURER:

Tradewise Insurance Company Ltd, Suite 827, Europort, Gibraltar.

TYPE OF INSURANCE:

The cover is legal liability insurance selected by you, when requesting the original quotation and is detailed in your schedule.

SIGNIFICANT FEATURES AND BENEFITS:

Your policy booklet includes detailed explanations on the following features:-

COVER:

General Extensions:

- Health and Safety Costs
- Unsatisfied Court Judgements
- Court Attendance Costs
- Indemnity to Principal
- Cross Liabilities
- Indemnity to Other Persons

General Exclusions

- Radioactivity
- Sexual Abuse
- Hazardous Work
- Fine Penalty Punitive or Exemplary Damages
- Other Insurance
- War
- Terrorism
- Asbestos
- UK Jurisdiction

Public Liability and Products Liability - up to £1 Million (any one claim) unless otherwise shown on the schedule

Extensions

- Defective Premises Act 1972
- Leased or Rented Premises
- Motor Contingent Liability
- Overseas Personal Liability

Tradewise General Liability Insurance

- Data Protection Act 1998
- Products Liability
- Consumer Protection and Food Safety Acts
- Motor Vehicles

Exclusions

- Contractual Liability
- Deliberate Acts
- Defective workmanship
- Professional negligence, advice, design, formula
- Employers Liability
- Property in Your custody or control
- Any craft or mechanically propelled vehicle
- Road traffic legislation cover for Employees (other than driver)
- Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident (ex USA or Canada) All Pollution or Contamination in respect of USA or Canada Work Offshore
- Damage to or the cost of product recall
- Products used in connection with aircraft, rockets, missiles or satellites
- Products exported to USA/ Canada
- Electronic Data Recognition
- Fungus Mould and Mildew

Defective Workmanship / Sales Indemnity - up to £1 Million anyone period of insurance unless otherwise shown on the schedule

Extensions

- Merchantable quality limit as shown in the schedule
- Damage to own motor vehicles limit as shown in the schedule
- Consumer Protection and Food Safety Acts

Exclusions

- Motor Vehicles being driven on behalf of the Insured
- Cost of repair, rectification or reinstatement of the original repair servicing or maintenance work
- Advice, design, formula or specification
- Bodily injury to any Employee
- Punitive exemplary or aggravated damages
- Pollution or contamination unless from a sudden and identifiable unintended and unexpected incident and not occurring in the USA and/or Canada
- Products supplied which to the knowledge of the Insured are exported to the USA and/or Canada
- Electronic Data Recognition

Employers' Liability, Indemnity Limit up to £10 Million (inclusive of legal costs) unless otherwise shown on the schedule

Conditions

- Contractual Liability
- EU Jurisdiction
- Right of recovery

Tradewise General Liability Insurance

- Certificate of Employers Liability - if policy or section cancelled certificate becomes ineffective from cancellation date

Exclusions

- Injury to Employees, other than the driver, resulting from being in or on any of Your vehicles whilst on the road under the terms of Part VI of the Road Traffic Act 1988
- Injury to Employees ordinarily resident outside United Kingdom, the Channel Islands and the Isle of Man
- Work offshore
- Terrorism in excess of £5,000,000
- Asbestos in excess of £5,000,000

DURATION OF CONTRACT:

Cover is normally valid for a twelve month period and is detailed in your schedule.

CANCELLATION:

The premium has been charged on minimum and deposit basis and in the event of cancellation by you we will not refund any your premium.

CLAIMS CONTACT DETAILS:

All claims should be reported immediately to the Claims Department of Tradewise Insurance Services Limited on 08707 00 22 88 or via theirwebsitewww.tradewiseinsurance.com

COMPLAINTS PROCESS:

If you wish to make a complaint you can write to the Chairman of Tradewise Insurance Company Limited at Suite 827, Europort, Gibraltar.

If you still remain dissatisfied you may refer your complaint to the Insurance Supervisor, Financial Services Commission, PO Box 940, Suite 943 Europort, Gibraltar.

COMPENSATION SCHEME:

Tradewise Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations. Information is available upon request or by visiting their website @ www.fscs.or.g.uk

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Tradewise

**General Liability
Policy Document**



This policy and schedule (including any schedule issued in addition or substitution) and any Endorsements or memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

DEFINITIONS

Each and every word or phrase printed in bold type anywhere in the Policy (other than as a heading or a reference to a section) shall have the following meaning:

1. **Business**

The business of the **Insured** as specified in the schedule which is deemed to include:

- a) the ownership or occupation of premises by the **Insured** including incidental repair and maintenance
- b) the provision and management of canteen social sports and welfare organisations and other facilities for the benefit of **Employees**
- c) fire, first aid and ambulance services
- d) private work undertaken with the consent of the **Insured** by an **Employee** for a director partner or senior official of the **Insured**
- e) participation in exhibitions held within the **Territorial Limits**

2. **Company**

Tradewise Insurance Company Ltd. An Insurance Company registered in Gibraltar (Reg. No. 82316), registered office is Suite 23 Portland House, Glacis Road, Gibraltar. The **Company** is licensed by the Commissioner of Insurance under the Insurance Companies Ordinance.

3. **Damage**

Physical damage and includes physical loss

4. **Employee**

- a) any person who has entered into or works under a contract of service or apprenticeship with the **Insured**
- b) any labour-master and/or person supplied by him
- c) any person employed by a labour-only subcontractor
- d) any self-employed person
- e) any person who is hired to or borrowed by the **Insured**
- f) any person who is engaged under a work experience or youth training scheme while working for the **Insured** in connection with the **Business**

5. **Event**

Any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

6. **Excess**

The amount(s) specified in the schedule which the **Insured** agrees to pay in respect of all damages and Claimant's costs and expenses (unless otherwise stated) before the **Company** shall be liable to make any payment. The **Excess** shall apply to each and every claim or series of claims arising out of one **Event**.

7. **Injury**

- a) bodily injury and includes death, illness and disease
- b) other injury following any charge of wrongful arrest or malicious prosecution in respect of any allegation of theft or other improper conduct

8. **Insured**

Each and every person, firm or association named or identified as such in the schedule

9. **Legal Costs**

- a) costs of legal representation at:
 - i) any Coroners Inquest or Fatal Accident Inquiry;
 - ii) proceedings in any court arising out of any alleged breach of statutory duty;
- b) all other costs and expenses in relation to the defence investigation or settlement of any claim.

10. **Motor Trade Activities**

- a) the repair servicing or maintenance of any Motor Vehicle including the supply of parts components or accessories relevant to such work
- b) the examination of Motor Vehicles in accordance with the Motor Vehicles (Tests) Regulations
- c) the pre-delivery check of new vehicles as required by the manufacturers and the fitting of additional accessories to them
- d) the sale of Motor Vehicles or **Products** relevant to the **Business**.

11. **Pollution or Contamination**

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- b) all **Damage** or **Injury** directly or indirectly caused by such pollution or contamination

12. **Principal**

Any party to a contract entered into by the **Insured** and entitled there under to receive the benefit of the **Insured's** work or service

13. **Products**

Any goods, building or structure (including any component part thereof, or any container, label, instructions or advice supplied therewith) which is manufactured, designed, altered, distributed, constructed, erected, installed, repaired, serviced, treated, processed, sold, supplied, leased, or let on hire, by or on behalf of the **Insured** in the course of the **Business** and is no longer in the possession of the **Insured** but shall not include:

- a) food or drink for consumption by any **Employee** on the premises of the **Insured** or at any other premises where the **Insured** is conducting the **Business**;

14. **Property**

Any material and tangible property

15. **Sexual Nature**

Means but is not limited to sexual gratification, discrimination, coercion, molestation, harassment or pressure of any kind.

16. **Territorial Limits**

- a) United Kingdom, the Channel Islands or the Isle of Man;
- b) Elsewhere in the world, other than the United States of America and/or Canada and/or their dependencies or trust territories in connection with:
 - i) non manual activities of any Director or Partner of the **Insured** or person employed ordinarily resident in the territories named in (a) above but temporarily engaged in the business outside such territories;
 - ii) any occurrence arising out of **Products**.

17. **Terrorism**

Any act of any person(s) acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto or for the purpose of advancing a political, religious or ideological cause. An act falls within this section if it:

- i) involves serious violence against a person or persons;
- ii) involves serious damage to property;
- iii) endangers a persons life, other than the person committing the action;
- iv) creates a serious risk to the health and safety of the public or a section of the public;
- v) is designed to interfere with or seriously disrupt an electronic system.

18. **Offshore**

Means from the time of embarkation by an **Employee** on to a conveyance at the point of departure to an offshore rig or offshore platform until disembarkation by the **Employee** from a conveyance onto land upon return from an offshore rig or offshore platform.

GENERAL EXTENSIONS APPLICABLE TO WHOLE POLICY

Health and Safety Defence Costs

With the consent of the **Company**, the **Company** will indemnify the **Insured** and also at the request of the **Insured** any director, partner or **Employee** in respect of **Legal Costs** and expenses incurred in defending any prosecution for breach of duty under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of the Policy.

Provided that the **Company** shall not be liable for

- i) the payment of fines or penalties,
- ii) **Legal Costs** and expenses in connection with any breach of duty arising from a deliberate or premeditated act, event or omission which the person claiming to be indemnified knows or should have known would be likely to constitute an offence under the above Act or Order,
- iii) any prosecution in respect of an offence which does not increase the risk of injury being sustained by **Employees** of the **Insured** in the course of their employment by the **Insured**,
- iv) **Legal Costs** and expenses incurred with the consent of the **Company** in an appeal against a conviction resulting from a prosecution.

Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any **Employee** or the personal representatives of any **Employee** in respect of **Injury** caused to the **Employee** during any Period of Insurance and occurring in connection with the **Business** against any person or company operating from premises in the United Kingdom the Channel Islands or the Isle of Man in any court situate in these territories and remaining unsatisfied in whole or in part six months after the date of such judgement the **Company** will at the **Insured's** request pay to the **Employee** or the personal representatives of the **Employee** the amount of such damages and any awarded costs to the extent that they remain unsatisfied

Provided that:

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgement to the **Company**.

Court Attendance Costs

In the event of any of the under noted persons attending court as a witness at the request of the **Company** in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Section the **Company** will pay compensation to the **Insured** at the following rates per day for each day on which attendance is required:

- a) any director or partner of the **Insured** £250
- b) any **Employee** £150

Indemnity to Principal

Where any contract or agreement entered into by the **Insured** for the performance of work so requires the **Company** will indemnify the **Principal** in like manner to the **Insured** in respect of the **Principal's** liability arising from the performance of the work by the **Insured**.

Cross Liabilities

The **Company** will indemnify each **Insured** to whom this Policy applies in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount of damages payable shall not exceed the Limit of Indemnity regardless of the number of persons claiming to be indemnified.

Indemnity to Other Persons

The **Company** will also indemnify in the terms of this Policy:

1. if so requested by the **Insured**

- a) any director, partner or **Employee** of the **Insured** in respect of liability for which the **Insured** would have been entitled to indemnity under this Policy if the claim had been made against the **Insured**
- b) any officer or member of the **Insured's** social sports and welfare organisations and fire, first aid and ambulance services while acting in their respective capacities as such.

2. the legal representatives of any person claiming indemnity under this Policy in the event of his/her death and in respect of liability incurred by such person.

GENERAL EXCLUSIONS APPLICABLE TO WHOLE POLICY

The **Company** shall not provide indemnity in respect of

1. **Radioactivity**

any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from;

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

2. **Sexual Abuse**

liability arising directly or indirectly out of or in connection with any actual or attempted conduct or contact of a **Sexual Nature**.

3. **Hazardous Work**

for any legal 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, piers, docks, viaducts, towers, steeples, chimney shafts or blast furnaces;
- c) underpinning, pile driving, quarrying, tunnelling or mines;
- d) the use of explosives;
- e) the handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibre. However, where such activities do not form part of the **Insured's** contract this exclusion shall not apply to legal liability arising from:
 - i) the accidental discovery of materials known or suspected to be asbestos or to contain asbestos fibre;
 - ii) the investigation of any such suspect materials;
provided always that:
 - i) immediately upon discovery as defined in (i) above all work ceases until the composition of all such materials is established;
 - ii) any subsequent handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibre is carried out by qualified licensed subcontractors on terms which indemnify the **Insured** for liability arising out of such work;
- f) any work undertaken airside or on aircraft, hovercraft, offshore installations or rig or platform or watercraft;
- g) the sale, supply, hire or erection of spectator stands;
- h) the use of cradles, slings and the like;
- i) any work carried out at a depth greater than 0.5 metre below ground level;
- j) any work carried out at a height in excess of 15 metres above ground level;
- k) the external cleaning of windows above ground level;

4. **Fine, Penalty, Punitive or Exemplary Damages**

- i) for any fine, penalty or punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages;
- ii) for any order of costs awarded in any criminal proceedings;

5. **Other Insurance**

To the extent that indemnity is (or would be but for this Insurance) available from any other source;

6. **War**

For any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power;

7. **Terrorism**

In respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **Terrorism** (other than under Employers' Liability where the Limit of Indemnity for damages costs and expenses payable in respect of any one claim against the **Insured** or series of claims against the Insured shall not exceed £5,000,000 for any one **Event**).

8. **Asbestos**

In respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any exposure to, inhalation or ingestion of, or fears of the consequences of exposure to, inhalation or ingestion of, asbestos other than under Employers' Liability where the Limit of Indemnity for damages costs and expenses payable in respect of any one Claim against the Insured or series of Claims against the **Insured** shall not exceed £5,000,000 for any one **Event** and where Exclusion 3(e) above is complied with.

9. **Jurisdiction**

Any action for damages brought against the **Insured** in any court outside of the United Kingdom, the Channel Islands or the Isle of Man.

GENERAL EXCLUSIONS APPLICABLE ONLY TO SECTIONS 1 AND 2

The **Company** shall not provide indemnity in respect of

1. **Contractual Liability**

liability assumed under any contract or agreement unless such liability would have attached in the absence of such agreement.

2. **Deliberate Acts**

liability caused by or arising from any deliberate act or omission by or on behalf of the **Insured** and which could reasonably have been expected by the **Insured** having regard to the nature and circumstances of such act or omission.

3. **Professional Risks**

liability arising from advice design formula specification inspection certification or testing provided by or on behalf of the **Insured** for a fee or in circumstances where a fee would normally be charged.

4. **Employees**

liability to any **Employee** in respect of **Injury** arising out of and in the course of his employment by the **Insured**.

5. **Pollution or Contamination**

the **Company** shall not be liable under this Section in respect of all liability in respect of **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that

- a) all **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
- b) the liability of the **Company** for all damages (including interest thereon) payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the Indemnity Limit stated in Section 1 of the Schedule
- c) the **Pollution or Contamination** does not arise in the United States of America and/or Canada and/or their dependencies or trust territories

6. **USA/Canada**

Products which are to the knowledge of the **Insured** sold, supplied, repaired, serviced or tested to the United States of America and/or Canada and/or their dependencies or trust territories

7. **Electronic Date Recognition**

liability arising from any loss, cost, claim, or expense, whether preventive, remedial or otherwise directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving a date change, including leap year calculations, by any computer system, hardware, programme or software and/or microchip, integrated circuit or similar device in computer equipment or non-computer equipment whether the property of the **Insured** or not; or
- b) any change, alteration or modification involving a date change, including leap year calculation to any such computer system, hardware, programme or software and / or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the **Insured** or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

8. **Fungus, Mould and Mildew**

- i) arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
- ii) any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralisation, 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
- iii) any obligation or duty to defend any actions on account of **Injury, Damage**, personal or advertising injury, or medical payments arising out of, resulting from, or in any way related to 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 purposes of this exclusion, **Injury** shall include mental anguish, mental injury and/or emotional distress.

SECTION 1 - PUBLIC/PRODUCTS LIABILITY

Operative Clause

The proposal (whether verbal or written) together with any supplementary proposals and declaration made by the **Insured** are the basis of and form part of this Policy.

In consideration of the payment of the premium specified herein, the **Company** will, subject to the Terms, Definitions, Exceptions and Conditions contained herein or endorsed hereon, indemnify the **Insured** against their liability at law for damages and claimants costs and expenses in respect of:-

- a) **Injury** to any person
- b) **Damage to Property**
- c) Interference with or loss of enjoyment of **Property** as a result of obstruction trespass or nuisance

Occurring during the Period of Insurance and caused in connection with the **Business** within the **Territorial Limits**.

Provided that the liability of the **Company** shall not exceed the Limit of Indemnity stated in the Schedule.

Limit of Indemnity

The liability of the **Company** for all damages in respect of any one claim or series of claims arising from one **Event** shall not exceed the Limit of Indemnity.

Costs and Expenses

The **Company** will pay all other costs and expenses incurred with its written consent:

- i) in addition to the Limit of Indemnity in respect of claims made against the **Insured** elsewhere than in the United States of America and/or Canada and/or their dependencies or trust territories
- ii) in diminution of the Limit of Indemnity in respect of claims made against the **Insured** in the United States of America and/or Canada and/or their dependencies or trust territories

EXTENSIONS

Unless otherwise stated the following Extensions are subject always to the Terms Conditions and Exceptions contained in this Policy

A. Products Liability

The **Company** will indemnify the **Insured** in respect of liability arising out of or in connection with any **Products** sold, supplied, repaired, serviced or tested by or through the **Insured** in connection with the **Business**.

Provided that the **Company** shall not be liable in respect of:

- i) the cost of, or expenses occurred in, the repairing, replacing, recalling or making any refund in respect of such **Products**.
- ii) **Products** which are to the knowledge of the **Insured** sold, supplied, repaired, serviced or tested to the United States of America and/or Canada and/or their dependencies or trust territories

The liability of the **Company** for all damages payable in respect of all claims which are deemed to have occurred during the Period of the Policy shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate.

B. Defective Premises Act 1972

The indemnity provided by this Section shall extend to include legal liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any premises which were occupied and/or owned by the **Insured** in connection with the **Business** provided the **Company** shall not be liable in respect of:-

- i) the cost of remedying any defect or alleged defect in premises disposed of by the **Insured**.
- ii) in respect of which the **Insured** is entitled to indemnity under any other insurance.

C. Leased and Rented Premises

Exception 1 of this Section shall not apply to **Damage** to premises leased, rented or temporarily occupied by the **Insured**. Provided always that the **Company** shall not be liable in respect of

- a) liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement
- b) the first £500 of **Damage** caused otherwise than by fire or explosion.

D. Overseas Personal Liability

This Section is extended to indemnify the **Insured** and at the **Insured's** request any director or partner of the **Insured** or any **Employee** or any family member accompanying them while temporarily outside the United Kingdom, Ireland, the Channel Islands or the Isle of Man in connection with the **Business** against legal liability as defined in this Section incurred in a personal capacity

Provided that this indemnity shall not apply:

- a) to liability arising out of the ownership or tenure of any land or building
- b) where indemnity is provided by any other insurance

E. Data Protection Act 1998

The **Company** will indemnify the **Insured** and at the **Insured's** request any director or partner of the **Insured** or any **Employee** against the sums which the **Insured** or any director or partner of the **Insured** or any **Employee** become(s) legally liable to pay as damages under Section 13 of the Data Protection Act 1998 for **Damage** or distress caused in connection with the **Business** during the Period of Insurance provided that the **Insured** is

- a) a registered user in accordance with the terms of the Act
- b) not in business as a computer bureau.

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one Period of Insurance is limited to £250,000.

The indemnity provided by this Extension shall not apply to:

- i) any **Damage** or distress caused by any deliberate act or omission by the **Insured** the result of which could reasonably have been expected by the **Insured** having regard to the nature and circumstances of such act or omission
- ii) any **Damage** or distress caused by any act of fraud or dishonesty
- iii) the costs and expenses of rectifying rewriting or erasing data
- iv) liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- v) the payment of fines or penalties.

F. Consumer Protection and Food Safety Acts

The **Company** will indemnify the **Insured** and at the **Insured's** request any director partner or **Employee** of the **Insured** against legal costs and expenses incurred with the **Company's** written consent in connection

with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of

- a) Part 2 of the Consumer Protection Act 1987 or
- b) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

Committed or alleged to have been committed in the course of the **Business** during the Period of Insurance provided that this indemnity shall not apply to:

- i) the payment of fines or penalties
- ii) proceedings or appeals in respect of any deliberate act or omission by the **Insured**
- iii) costs or expenses insured by any other policy.

G. Motor Contingent Liability

The **Company** will indemnify the **Insured** in the terms of this Section against their liability at law for **Injury** or **Damage** arising out of the use of any motor vehicle not owned or operated by the **Insured** and which is being used in connection with the **Business** provided that the **Company** shall not be liable in respect of:

- a) arising while such vehicle is being driven by the **Insured**;
- b) in respect of loss of or damage to such vehicle owned or provided by any **Principal** for whom the **Insured** is working or any subcontractor acting for or on behalf of the **Insured**;
- c) arising out of the use of any such vehicle owned or provided by any **Principal** for whom the **Insured** is working or any subcontractor acting for or on behalf of the **Insured**;
- d) arising outside United Kingdom, the Channel Islands or the Isle of Man;
- e) in respect of which the **Insured** is entitled to indemnity under any other Insurance.

H. Motor Vehicles

Provided the **Insured** is not more specifically insured elsewhere the **Company** will indemnify the **Insured** in the terms of this Section against his liability at law for **Injury** or **Damage**.

1. caused by any motor vehicle which is owned by or in possession of or being used by or on behalf of the **Insured**

- a) which is licensed for road use and is being used in circumstances which do not require insurance or security under any road traffic legislation
- b) whilst in use as a tool of trade but this indemnity shall not apply to liability in respect of which insurance or security is required under any road traffic legislation.

2. happening during the act of loading or unloading of a motor vehicle

EXCEPTIONS to section 1.

The **Company** shall not provide indemnity in respect of

1. Custody or Control

The **Company** shall not be liable under this Section in respect of liability for **Damage** to **Property** belonging to or in the charge or under the control of the **Insured** but this Exclusion shall not apply to directors' partners' **Employees'** or visitors' **Property** or any premises (including contents) which are temporarily occupied by the **Insured** for the purpose of work in connection with the **Business** (not being buildings which are owned by or leased rented or hired to the **Insured**)

2. Craft and Vehicles

Liability arising out of the ownership, possession or use by or on behalf of the **Insured** or caused by any

- a) craft designed to travel in or through air, space or water

b) mechanically propelled vehicles

for which no specific indemnity is provided by Extensions G and H above.

Section 2 Defective Workmanship/Sales Indemnity

Operative Clause

The proposal (whether verbal or written) together with any supplementary proposals, statement of facts and declaration made by the **Insured** are the basis of and form part of this Policy.

In consideration of the payment of the premium specified herein, the **Company** will, subject to the Terms, Definitions, Exceptions and Conditions contained herein or endorsed hereon, indemnify the **Insured** against their liability at law for damages and claimants costs and expenses in respect of:-

- a) **Injury** to any person
- b) **Damage to Property**
- c) Interference with or loss of enjoyment of **Property** as a result of obstruction trespass or nuisance

Occurring during the Period of Insurance and caused in connection with the **Business** within the **Territorial Limits** arising out of or in connection with **Motor Trade Activities**.

Provided that the liability of the **Company** shall not exceed the Limit of Indemnity stated in the Schedule.

Limit of Indemnity

The liability of the **Company** for all damages payable in respect of all claims which are deemed to have occurred during the Period of the Policy shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate.

Costs and Expenses

The **Company** will pay all other costs and expenses incurred with its written consent:-

- a) in addition to the Limit of Indemnity in respect of claims made against the **Insured** elsewhere than in the United States of America and/or Canada and/or their dependencies or trust territories
- b) in diminution of the Limit of Indemnity in respect of claims made against the **Insured** in the United States of America and/or Canada and/or their dependencies or trust territories

The liability of the **Company** for all damages payable in respect of all claims which are deemed to have occurred during the Period of the Policy shall not exceed the Limit of Indemnity stated in the Schedule.

EXTENSIONS

Unless otherwise stated the following Extensions are subject always to the Terms Conditions and Exceptions contained in this Policy

A Merchantable Quality

This **Company** will indemnify the **Insured** against legal liability for damages and claimants' costs and expenses in respect of any claim for financial loss first made against the **Insured** during the Period of Insurance

The liability of the **Company** for all damages payable in respect of all claims which are deemed to have occurred during the Period of the Policy shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate. Subject otherwise to the terms, exclusions and conditions of this Policy.

For the purpose of this Extension "financial loss" means a pecuniary loss, cost or expense incurred by any retail purchaser in connection with any Motor Vehicle or other **Products** (including parts components and accessories) sold or supplied by the **Insured** or any **Employee** of the **Insured** in or from the United Kingdom the Channel Islands, the Isle of Man or in connection with the **Business** which is not of merchantable quality or reasonably fit for the purpose for which it is intended.

Provided always that the **Company** shall not be liable in respect of:-

- i) financial loss resulting from **Injury or Damage to Property**
- ii) liability which attaches to the **Insured** by reason of an express term of contract unless liability would have attached to the **Insured** in the absence of such term
- iii) the cost of repair, alteration, replacement, removal or recall of any **Product** (including parts components and accessories) by or on behalf of the **Insured**
- iv) liability arising from any professional act, error, omission or advice
- v) claims which arise out of any circumstances notified to previous insurers or circumstances known to the **Insured** at the inception of this Extension which may give rise to a claim for financial loss
- vi) the first amount of each and every claim shown as **Excess B** in Section 2 of the Schedule.

Special provision applicable to this Extension

If during the currency of this Policy the **Insured** becomes aware of any circumstances which may be likely to give rise to a claim falling under this Extension and the **Insured** provides written notice to the **Company** of such circumstances during the Period of Insurance any claim which may subsequently be made against the **Insured** arising out of the circumstances of which notification has been given shall be deemed to be a claim arising during the Period of the Policy whenever such claim may actually be made.

B. Damage to Own Motor Vehicles

This **Company** will indemnify the **Insured** against **Damage** to any Motor Vehicle belonging to or hired by the **Insured** occurring during the Period of Insurance in connection with the **Business** and caused by or arising from any of the activities described by **Motor Trade Activities** (a), (b) and/or (c) having been carried out by or on behalf of the **Insured**.

The liability of the **Company** for all damages payable in respect of all claims which are deemed to have occurred during the Period of the Policy shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate.

In the event of **Damage** giving rise to a claim falling under this Extension the **Company** may at the **Company's** option repair reinstate or replace such Motor Vehicle or part thereof or make good the **Damage** by payment of money. If the **Company** elect or become bound to repair reinstate or replace such Motor Vehicle or part thereof the **Company** shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner.

Provided always that the **Company** shall not be liable in respect of

- i) any claim arising whilst any Motor Vehicle is being driven by or on behalf of the **Insured**
- ii) any **Damage** sustained whilst the Motor Vehicle is actually undergoing any of the activities described by **Motor Trade Activities** (a), (b) and/or (c)
- iii) any **Damage** caused by or arising from wear and tear, depreciation or mechanical or electrical breakdown or failure
- iv) any amount in excess of the market value of the Motor Vehicle at the time the **Damage** occurs
- v) the first amount of each and every claim shown as **Excess C** in Section 2 of the Schedule.

C. Consumer Protection and Food Safety Acts

The **Company** will indemnify the **Insured** and at the **Insured's** request any director partner or **Employee** of the **Insured** against legal costs and expenses incurred with the **Company's** written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of:

- a) Part 2 of the Consumer Protection Act 1987
- b) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

Committed or alleged to have been committed in the course of the **Business** during the Period of Insurance provided that this indemnity shall not apply to:

- i) the payment of fines or penalties
- ii) proceedings or appeals in respect of any deliberate act or omission by the **Insured**
- iii) costs or expenses insured by any other policy

EXCEPTIONS to section 2.

The **Company** shall not provide indemnity in respect of:-

1. Motor Vehicles

Any claim arising whilst any Motor Vehicle is being driven by or on behalf of the **Insured**

2. Repair, Reinstatement or Rectification

The cost of repair, reinstatement or rectification of the original repair servicing or maintenance work by or on behalf of the **Insured** which give(s) rise to a claim hereunder.

3. Removal or Recall

The cost of repair alteration replacement removal or recall of:

- a) any Motor Vehicle other than in respect of **Damage** to such Motor Vehicle arising as a direct result of the activities described by **Motor Trade Activities** (a), (b) and/or (c) having been carried out by or on behalf of the **Insured**
- b) any other **Products** (including parts components and accessories) supplied by or on behalf of the **Insured** in connection with the **Business** which give(s) rise to a claim hereunder or any refund for such Motor Vehicle or **Products**

4. Custody or Control

The **Company** shall not be liable under this Section in respect of liability for **Damage to Property** belonging to or in the charge or under the control of the **Insured** and for which no specific indemnity is provided by Extension B

5. Excess

The **Company** shall not be liable for the first amount of each and every claim under this Section in respect of **Damage** shown as **Excess A** in Section 2 of the Schedule.

SECTION 3 - EMPLOYERS LIABILITY POLICY

Operative Clause

The proposal (whether verbal or written) together with any supplementary proposals and declaration made by the **Insured** are the basis of and form part of this Policy.

In consideration of the payment of the premium specified herein, the **Company** will, subject to all Terms, Definitions, Limits of Indemnity, Exceptions, Conditions and any Memoranda endorsed hereon will indemnify the **Insured** in the terms of this Policy against their liability at law for damages and claimant' costs and expenses in respect of **Injury** to any **Employee** occurring during the Period of Insurance and arising out of and in the course of their employment by the **Insured** in connection with the **Business** within the **Territorial Limits**.

Limit of Indemnity

The liability of the **Company** for all damages in respect of any one claim or series of claims arising from one **Event** shall not exceed the Limit of Indemnity.

Costs and Expenses

The **Company** will pay all other costs and expenses incurred with its written consent in diminution of the Limit of Indemnity.

EXCEPTIONS to section 3.

The **Company** shall not provide indemnity in respect of

1. Road Traffic Act

Injury to any **Employee** arising when such **Employee** is:

- a) carried in or on any vehicle
- b) entering or getting on to or alighting from a vehicle in circumstances which require Insurance or security under any road traffic legislation

2. Offshore

Liability arising **Offshore**

GENERAL CONDITIONS

The following Conditions apply to the whole of the Policy.

1. Observance of Terms

The liability of the **Company** will be conditional upon any person claiming indemnity under this Policy complying with its terms. The truth of the statements and answers in the proposal or Statement of Fact and all information given to the **Company** about the risk shall be conditions precedent to any liability of the **Company** to make any payment under this Policy.

2. Reasonable Precautions

The **Insured** and any other person indemnified must take all reasonable steps to prevent accident, incident, **Injury** and **Damage** and to safeguard any **Property** insured and maintain such **Property** in a good state of repair. The ways works machinery plant vehicles premises and appliances must similarly be maintained in good order and state of repair. The **Company** shall be allowed access at reasonable times to examine such **Property**.

3. Change of Risk or Interest

This Policy shall be avoided if:

- a) the **Insured's** interest cease other than by death
- b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued
- c) any alteration be made in the **Business** or in any other circumstances whereby the risk is increased

At any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the **Company**.

Nothing contained in this Policy shall give any right against the **Company** to any person other than the **Insured** except to a transferee approved by the **Company**.

4. Claims Procedures & Controls

The **Insured** shall, as a condition precedent to the **Company's** liability to make any payment under this Policy, give the **Company** notice (via Tradewise Insurance Services Ltd, Claims Department, 292 - 308 Southbury Road, Enfield, EN1 1TS) as soon as reasonably practicable of any:

- a) occurrence which gives or may give rise to a Claim by the **Insured** under this Policy;
- b) claim made or threatened against the **Insured**;
- c) notice of any impending prosecution, inquest, inquiry, or other proceedings, relating to any matter for which indemnity or benefit may be provided under this Policy;

and to include full particulars thereof and every letter, demand, writ, summons or other notice or process received by the **Insured**.

The **Insured** shall, as a condition precedent to the **Company's** liability to make any payment under this Policy, give the **Company** all information and assistance as they may reasonably require, take no action which might prejudice the **Company** and not admit liability for or offer to settle any Claim, costs or expenses without the written consent of the **Company**.

The **Company** shall be entitled at any time and at their sole discretion to:

- a) take over and conduct in the **Insured's** name the defence of any claim and to prosecute in the **Insured's** name for the **Company's** benefit any claim for indemnity or damages or otherwise against any third party;
- b) conduct any negotiations and proceedings and the settlement of any claim;

- c) pay to the **Insured** the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as damages) or any lesser amount for which any claim or claims may then be settled and upon such payment the **Company** shall relinquish conduct and control of such claim or claims except for expenses of litigation recoverable and shall be under no further liability in connection with such claim or claims except for other costs and expenses incurred with its written consent in respect of matters prior to the date of such payment.

Any person other than the **Insured** Claiming any indemnity or benefit under this Policy shall observe, fulfil and be subject to the terms, conditions and limitations of this Policy (insofar as they apply) as if they were the **Insured**.

5. Cancellation

The **Company** may cancel this Policy by giving seven days notice by recorded delivery letter to the **Insured** at his last known address. The **Company** shall make a return of the proportionate part of the premium in respect of the unexpired Period of the Policy subject to the retention by the **Company** of any Minimum Premium under this Policy or if the premium has been based wholly or partly on any estimates the premium shall be adjusted in accordance with Condition 6. In the event of any claim there will be no refund of premium.

6. Premium Adjustment

If the premium for this Policy has been based wholly or partly on any estimates given by the **Insured** the **Insured** shall keep an accurate record of all the relevant particulars and such record shall at all times be available for inspection by the **Company**. Within one month of the expiry of each Period of the Policy the **Insured** shall supply to the **Company** such particulars as the **Company** may require. The premium for such period shall then be adjusted and the difference paid by or allowed to the **Insured** subject to the retention by the **Company** of any Minimum Premium under this Policy. The **Company** reserves the right to request the **Insured** to supply an auditors Certificate attesting to the accuracy of any information furnished to the **Company**.

7. Disputes Clause

In case of any dispute between the **Company** and the **Insured** concerning this Policy, its validity or the interpretation of the terms, Conditions, limitations and/or Exclusions contained herein, there is a choice of law under this insurance but, unless otherwise agreed by the **Company**, the applicable law of this Policy shall be English law. The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable as a result of interpretation outside the jurisdiction of such courts.

8. Excess Clause

The **Insured** shall bear the amount of any **Excess** stated in this Policy.

The **Insured** shall be liable for payment of the **Excess** before the **Company** shall be liable to make any payment under this Policy, provided that the **Company** shall refund to the **Insured** any amount of the **Excess** in full or in part should any claim be ultimately settled for any amount less than such **Excess**.

9. Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 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.

10. Compulsory Insurance

The Insurance granted by Section 3 of this Policy is deemed to be in accordance with the provisions of any law enacted in the United Kingdom, the Channel Islands or the Isle of Man relating to compulsory insurance of liability to employees. If, however, there shall have been non-observance of any Policy Conditions by the **Insured** and the **Company** shall have paid any sum which the **Company** would not have paid but for the provisions of such law then the **Insured** shall forthwith repay such sum to the **Company**.

11. Fraud

If the **Insured** shall make any claim knowing the same to be false or fraudulent this Insurance shall become void and all benefit hereunder shall be forfeited.

COMPLAINTS PROCEDURE

The **Company** is committed to providing you with the high quality of service you have the right to expect and which we expect to maintain throughout the duration of the Policy. In order for this level of service to be fully appreciated, we would first ask you to read the Policy carefully to ensure you understand the extent of the cover provided and the conditions and exclusions which apply and particularly, the actions you must take if and when you become aware of a claim or a circumstance which may give rise to a claim being made against you.

If you have any questions or concerns about your Policy that cannot be answered to your satisfaction by your Broker, then please contact the **Company** at the contact address shown below.

If you feel that we have failed to provide you with a first class service, please write and tell us and we will do our very best to resolve the matter with you. If you have any complaint or issues over the handling of a claim you should, in the first instance, contact the **Company's** Compliance Officer, at the same contact address.

Contact Address:

Tradewise Insurance Company Limited
Suite 827 Europort
Gibraltar
Europe

If you are still unhappy with the way your complaint has been handled, then please contact the Managing Director at the above contact address.

Complaints that cannot be resolved through this process may be referred to the Financial Ombudsman Service, further details of which will be provided at the appropriate stage of the complaints process.

IN WITNESS WHEREOF this policy has been signed for and on behalf of the **Company**



Signed.....
Chief Executive Tradewise Insurance Company Ltd

General Liability Policy Endorsements

EXCLUDED SECTIONS

ES1. Products Liability Exclusion

This Policy excludes Products Liability including all liability for goods and services supplied.

Extension A. Products Liability of Section 1 of the Policy is deleted.

ES2. Defective Workmanship/Sales Indemnity Exclusion

This Policy excludes liability arising from **Motor Trade Activities**.

Section 2 of the Policy is deleted.

ES3. Employers Liability Clause

This Policy is issued on the strict understanding that no cover for Employers Liability is included, on the instructions of the **Insured** and against the advice of Prime Mover Underwriting Limited.

WORK AWAY/TYPE OF WORK

WT1. Work Away Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising in connection with any manual work away from his premises by the **Insured** or his **Employees** (other than for collection and delivery only).

WT2. Work Away Exclusion (Private Hire offices and similar)

This Policy does not indemnify the **Insured** in respect of any claims arising in connection with any manual work away from the premises of the **Insured** other than collection and delivery not involving the carriage of customers or goods for hire or reward.

WT3. Manual Work Exclusion

This Policy does not indemnify the **Insured** in respect of any legal liability directly or indirectly resulting from or in consequence of **Employees** engaged in manual work.

WT4. Woodworking Machinery Exclusion

(Applicable to Section 3 Employers Liability only)

This Policy does not indemnify the **Insured** in respect of **Injury** caused by or in connection with the use of power driven woodworking machinery other than portable tools applied to the work by hand.

General Liability Policy Endorsements

INCREASED EXCESSES

IE1. Change of Excess (£500)

The **Excess** for damage to Third Party Property is restated as £500 each and every claim.

IE2. Change of Excess (£750)

The **Excess** for damage to Third Party Property is restated as £750 each and every claim.

IE3. Change of Excess (£1,000)

The **Excess** for damage to Third Party Property is restated as £1000 each and every claim.

IE4. Change of Excess (Heat £500)

The **Excess** for damage to Third Party Property is restated as £500 each and every claim caused by heat.

IE5. Change of Excess (Heat £1,000)

The **Excess** for damage to Third Party Property is restated as £1,000 each and every claim caused by heat.

IE6. Change of Excess (Heat/Water/Underground Services £1,000)

The **Excess** for damage to Third Party Property is restated as £1000 each and every claim caused by heat, water or to underground services.

HOT WORK

HW1. Heat Work Exclusion

No cover applies under this Policy whenever oxyacetylene or similar welding or cutting apparatus or naked flame is in use away from the **Insured's** premises.

HW2. Heat Work Exclusion (Welding)

No cover applies under this Policy whenever oxyacetylene or similar welding or cutting apparatus are in use away from the **Insured's** premises.

HW3. Heat Work Exclusion - Insured or any Employee

No cover applies under this Policy whenever oxy-acetylene or similar welding or cutting apparatus or naked flame is in use away from the **Insured's** premises by the **Insured** or any **Employee**.

General Liability Policy Endorsements

HW4. Burning Conditions

It is warranted by the **Insured** that in respect of the work away from the **Insured's** own premises involving the use or application of heat, including the use of blow torches, blow lamps and welding and flame cutting equipment, the following precautions will be complied with on each occasion: -

1. Before starting work
 - (a) The **Insured** shall appoint an **Employee** on each site to be responsible for fire safety and for seeing that precautions are taken, who shall obtain from the person in charge at each site permission to start work.
 - (b) All the **Insured's Employees** on each site shall be made aware of the location of the site's fire alarms and fire fighting equipment.
 - (c) The **Insured's** appointed person shall examine all property in the vicinity, including the area on the other side of any wall or partition, to ensure that no combustible material is in danger of ignition either directly or by conducted heat.
 - (d) The area shall be cleared of all movable and / or combustible materials to a distance of not less than 15 metres from the point of application of heat. Combustible materials, which cannot be moved, must be covered and fully protected by overlapping sheets or screens of non-combustible material.
2. During the Progress of the work
 - (a) The **Insured** shall arrange for a person to work alongside the operative (s) using the equipment, to see that there is no outbreak of fire and shall have available for immediate use at least two buckets of dry sand and a hose connected to the nearest hydrant with the supply of water turned on and controlled at the nozzle of the hose. Where water would aggravate a fire or explosion or where there is no water supply there shall be available for immediate use at the site of the operations at least two suitable fully charged fire extinguishers.
 - (b) The lighting of all blowlamps, blow torches and cutting equipment shall be carried out strictly in accordance with the manufacturer's instructions and no piece of lighted equipment shall be left unattended.
 - (c) Gas cylinders not required for immediate use shall be kept outside the building in which the work is taking place and in any event at least 15 metres from the point of application of heat.
3. After ceasing work

Upon completion of the application of heat a continuous examination for a period of one hour shall be made of: -

 - (a) The immediate vicinity of the work, i.e. within a radius of 15 metres.
 - (b) The area on the other side of any wall or partition to ensure that there is no risk of fire.

General Liability Policy Endorsements

BONA FIDE SUBCONTRACTORS

BF1. Bona Fide Subcontractors Warranty

It is warranted that all sub-contractors have Employers Liability and Public/Products Liability Insurance in respect of their liability at law for bodily injury, or loss of or damage to property arising in connection with the **Business** described and that

i) The Limit of Indemnity of the Public/Products Liability insurance be not less than the limit given under this Policy and shown on the Policy schedule (or amended by subsequent endorsement) in respect of any one claim or number of claims arising out of one cause.

ii) Such insurances have been extended to indemnify the **Insured** as principal against all liability for such bodily injury, or loss of or damage to property.

BF2. Bona Fide Subcontractors Exclusion

This Policy does not indemnify the **Insured** in respect of any liability arising out of the activities of any Bona Fide Sub Contractors working on the **Insured's** behalf.

MOTOR TRADE

MT1. Care, Custody or Control Endorsement

It is hereby noted and agreed that Section 2 Exclusion 4 does not apply to vehicles under the custody or control of the **Insured** up to an indemnity limit of £50,000 in any one Period of Insurance.

It is further noted and agreed that any claims arising from the above an **Excess** of £1,000 each and every loss would apply.

MT2. Spray Painting Exclusion

This Policy excludes all liability for loss or damage arising out of spray painting.

MT3. Spraying Warranty

The following warranty applies whenever the insured or nominated employee is undertaking spraying or using the spray booth, and ensuring that the following precautions are complied with on each occasion: -

- a) There be a fan to each booth which exhausts to the open and is always in operation whilst spraying is in progress and for 15 minutes after the spraying has ceased
- b) Double globes are provided to all electrical lamps.
- c) All electric switches must be placed outside and well clear of the spraying booths.
- d) All spraying booths must be cleaned down at least once a week to remove all deposits thereon.
- e) No heating appliance involving the use of flame (fire or gas) or exposed electric elements are allowed to be used.
- f) No smoking or naked lights are to be allowed.
- g) No cellulose or cellulose varnish be stored except a sufficient quantity for one day's use only.

General Liability Policy Endorsements

- h) All cellulose paints, thinners and other inflammable liquids be kept in a brick or steel cabinet, securely locked and only sufficient quantity for one day's use be removed from such brick or steel cabinet.

MT4. Movement of Vehicles Exclusion

This Policy does not indemnify the **Insured** in respect of any claim arising out of or in connection with the movement of any mechanically propelled vehicle by or on behalf of the **Insured**.

MT5. Road Traffic Act Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising in connection with any risk that should be the subject of compulsory Insurance or security under the terms of the relevant Road Traffic Act.

MT6. Stacking Warranty

It is warranted that the vehicles and/or carcasses at the trade premises must not be stacked more than two vehicles and/or vehicle carcasses high at any time.

MT7. Dog Exclusion

This Policy does not indemnify the **Insured** in respect of any legal liability, directly or indirectly resulting from or in consequence of the use of any dog in connection with the **Business**.

MT8. Dismantling Warranty

It is warranted that this Policy excludes any liability in respect of dismantling of vehicles or retrieval of parts by members of the public.

It is further warranted that:

- (a) the petrol has been removed and drained from the vehicle.
- (b) the parts to be removed involve the use of hand tools only and the use of heat, cutting or angle grinding equipment is prohibited.
- (c) fire extinguishing equipment is to hand and that these are maintained under a maintenance agreement.

MT9. Cranes Exclusion

This Policy does not indemnify the **Insured** in respect of any loss, damage or liability arising out of or in connection with any work undertaken on any type of crane.

MT10. Second Hand Parts Exclusion

This Policy does not indemnify the **Insured** in respect of supply, use or fitting of any reconditioned or second-hand parts unless purchased from the manufacturers of a proprietary United Kingdom make.

MT11. Excluding White Walling, Re-cutting & Removal of Rubber

This Policy does not indemnify the **Insured** in respect of 'white walling', re-cutting or any process involving the removal of rubber from tyres.

General Liability Policy Endorsements

MT12. Used Tyres Endorsement

This Policy does not indemnify the **Insured** in respect of used, part-worn, remoulded or second-hand tyres. However this does not apply to remoulded tyres purchased by the Insured from a recognized source in the United Kingdom.

MT13. Wrecks Endorsement

This Policy does not indemnify the **Insured** in respect of any legal liability directly or indirectly resulting from or in consequence of wrecked vehicles and/or spare parts removed from such vehicles.

MT14. Public Access Warranty

It is warranted that any authorised visitor allowed access to the trade premises must be directed to a 'safe area' designated for public use away from the vehicle stacking area.

It is further warranted that:

- a) Authorised visitors must not be allowed to remove parts from any vehicle that is not standing on its own wheels or bottom in the public area.
- b) The petrol has been removed and drained.
- c) The parts to be removed involve the use of hand tools only and the use of heat, cutting or angle grinding equipment is prohibited.
- d) Fire extinguishing equipment is to hand within this public access area and that these are maintained under a maintenance agreement .

MT15. Crushed Vehicle Warranty

It is warranted that any crushed vehicles that can no longer be recognised as a motor vehicle awaiting disposal must be stacked to a height at least one metre below the height of the perimeter fence.

MT16. Disclaimer Warranty

The **Insured** hereby warrants that precedent to the liability of the **Company** hereon a Disclaimer Notice is displayed at the premises of the Car Park.

MT17. LP Gas Association Warranty

It is warranted that the insured must comply fully with the LP Gas Associations' "Code of Practice" or any subsequent legislation.

MT18. Movement of Vehicles

This Policy does not indemnify the **Insured** in respect of any legal liability directly or indirectly resulting from the movement of vehicles.

MT19. Personal Protective Equipment Warranty

It is a condition precedent of this Policy 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.

MT20. Wrongful Clamping Exclusion

This Policy does not indemnify the **Insured** in respect of for any legal liability directly or indirectly resulting from or in consequence of the wrongful clamping of any vehicle.

General Liability Policy Endorsements

MT21. Liability of Drivers

This Policy does not indemnify the **Insured** in respect of loss or damage caused by or arising in connection with drivers.

EFFICACY/PROFESSIONAL/TREATMENT

EP1. Efficacy Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising out of the failure or partial failure of any product or part thereof to perform the function for which it was intended.

EP2. Electrical Contractors Alarm Efficacy Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising out of the failure of any fire or intruder alarm switchgear control panel or machinery to perform its intended function.

EP3. Damage to Property Worked on Exclusion

This Policy does not indemnify the **Insured** in respect of claims arising from damage to property worked on.

EP4. Damage to Property in Care, Custody or Control

This Policy does not indemnify the **Insured** in respect of claims arising from loss or damage to property in the **Insured's** care custody or control.

EP5. Computer (Loss of Data) Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising out of loss of or damage to documents, data processing media, and computer systems records and loss, distortion or erasure of information contained therein, however so caused.

EP6. Internet Liability Exclusion

This Policy does not indemnify the **Insured** in respect of any claim arising out of or in connection with any internet or cyber liability.

EP7. Web Site Exclusion

This policy does not indemnify the **Insured** in respect of any claim arising out the ownership or operation of any internet web site.

EP8. Financial Loss Exclusion

This Policy does not indemnify the **Insured** in respect of any claim arising directly or indirectly out of financial loss.

General Liability Policy Endorsements

EP9. Professional Indemnity Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising out of the exercising by the Insured or any Servant, **Employee**, Agent or Sub Contractor of the **Insured** of any professional skill, duty or advice whether fees are charged or not.

EP10. Medical Malpractice Exclusion

This Policy does not indemnify the **Insured** in respect of claims arising through treatment administered or failing to be administered or advice given or failing to be given or any other professional failing resulting in death, injury, accident or illness from the negligence of trained nursing and other professional or medical staff or therapists.

EP11. Drug Administration Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising through the maladministration or mis-dispensing of drugs or other medical preparations.

EP12. Treatment Risk Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising for any medical therapeutic or other treatment given or omitted to be given by the **Insured** to any Third Party.

Subject otherwise to the terms, conditions and exceptions of the Policy.

EP13. Hairdressers Treatment Risk Condition

It is a condition precedent to liability under Section 1 Public Liability that in respect of the use of preparations such as dyes tints shampoos waving lotions and the like the **Insured** will comply with the recommendations requirements and precautions laid down by the manufacturers or suppliers or under legislation.

The indemnity granted hereby will apply so far as apprentices and other trainees are concerned only when they are assisting in a minor capacity in the operations of dyeing and tinting the hair permanent waving and other special treatment of the hair or scalp or eyebrow plucking and shaping pedicure or manicure but it is understood that ordinary hairdressing operations may be carried out by apprentices and other trainees with the above exceptions.

The **Company** will not indemnify the **Insured** in respect of liability arising from preparations such as dyes tints shampoos waving lotions ointments hairdressing and the like manufactured by the Insured.

EP14. Body and Ear Piercing Exclusion

This Policy does not indemnify the **Insured** in respect of any claim arising out of or in connection with body or ear piercing or tattooing.

General Liability Policy Endorsements

PRODUCT SALES ONLY

PR1. Proprietary Brands Warranty

It is warranted that the **Insured** only use proprietary brands and these are used and stored in accordance with the Manufacturers instructions.

PR2. Rights of Recourse Warranty

It is a warranted that the **Insured** maintain their Rights of Recourse against all Suppliers in respect of goods/services, which the **Insured** obtain from Suppliers.

PR3. Manufacturing Exclusion

This Policy does not indemnify the **Insured** in respect of any claim arising out of or in connection with any manufacturing undertaken by or on behalf of the **Insured**.

PR4. Products: Component Part exclusion

This Policy does not indemnify the **Insured** in respect of any legal liability directly or indirectly resulting from damage to goods to which the **Insured's** product is an additive or component part.

ENTERTAINMENT/TRAVEL

ET1. Doorman/Security Guard Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising from or in connection with:

- i) the wrongful arrest of any person caused by the Insured or their employees or their agents.
- ii) any cash carrying.
- iii) use of dogs other than under the provisions of the Guard Dogs Act 1975 or any subsequent or amending legislation.
- iv) loss of keys.

ET2. Amusements

This Policy shall not indemnify the **Insured** in respect of any claim arising out of or in connection with

- a) any mechanically propelled amusement device on which persons ride or are conveyed
- b) any rifle gun or archery range

General Liability Policy Endorsements

ET3. Sporting Activities Exclusion

This Policy does not indemnify the **Insured** in respect of liability arising from sporting activities.

ET4. Live Entertainment Exclusion

The Policy will exclude any liabilities arising out of or in connection with the staging of live Entertainment or Discotheques.

ET5. Pyrotechnics/Foam/Bubble Machines Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising out of the use of pyrotechnics or foam or bubble machines.

ET6. Children's Playground Exclusion

This Policy does not indemnify the **Insured** in respect of any claim arising in connection with the ownership or operation of any children's play area or similar.

ET7. Tour Operators Liability Exclusion

This Policy does not indemnify the **Insured** in respect of any claim arising out of or in connection with the organisation and sale (either directly or via a retailer) of any pre-arranged component or components of a holiday and otherwise subject to the Package Holiday, Package Travel and Package Tour Regulations 1992.

HEIGHT/DEPTH LIMITATIONS

HD1. Depth Limit - (1 Metre)

This Policy does not indemnify the **Insured** in respect of any claims arising from work at a depth exceeding 1 metre.

HD2. Depth Limit - (2 Metres)

This Policy does not indemnify the **Insured** in respect of any claims arising from work at a depth exceeding 2 metres.

HD3. Depth Limit - (3 Metres)

This Policy does not indemnify the **Insured** in respect of any claims arising from work at a depth exceeding 3 metres.

HD4. Height Limit (10 Metres)

This Policy does not indemnify the **Insured** in respect of any claims arising out of work exceeding 10 Metres in height, above the surrounding floor or ground level.

General Liability Policy Endorsements

TERRITORIAL LIMITS

TL1. Territorial Limits Extension (Republic of Ireland)

The **Territorial Limits** of this Policy are extended to include Republic of Ireland.

Subject otherwise to the terms and conditions and exceptions of this Policy.

TL2. Territorial Limits Extension (Western Europe)

The **Territorial Limits** of this Policy are extended to include Austria Belgium Denmark Finland France Germany Greece Italy Luxembourg The Netherlands Norway Portugal Republic of Ireland Spain Sweden and Switzerland.

Subject otherwise to the terms conditions and exceptions of this Policy.

TL3. Territorial Limits Extension (Worldwide ex. USA/Canada)

The **Territorial Limits** of this Policy are extended to Worldwide except the United States of America and/or Canada and/or their dependencies or trust territories.

Subject otherwise to the terms and conditions and exceptions of this Policy.

TL4. Territorial Limits Extension (Worldwide)

The **Territorial Limits** of this Policy are extended to Worldwide.

Subject otherwise to the terms and conditions and exceptions of this Policy.

POLLUTION/WASTE/HAZARDOUS GOODS

PW1. Burning of Debris Exclusion

This Policy does not indemnify the **Insured** in respect of any claim arising out of in connection with the burning of debris.

PW2. Total Pollution Exclusion

This Policy does not indemnify the **Insured** in respect of any claims for:

- i) **Injury** or loss of, or damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
- ii) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
- iii) Fines, penalties, punitive or exemplary damages.

PW3. Toxic Waste Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising out of the carriage, dumping or disposal of any Toxic or notifiable waste materials.

General Liability Policy Endorsements

PW4. Waste Disposal Warranty

It is hereby warranted by the **Insured** that all waste is disposed of at Licensed Waste Sites only.

PW5. Toxic/Hazardous Goods Exclusion

This Policy does not indemnify the **Insured** in respect of 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**.

PW6. Hazardous Goods Exclusion

This Policy does not indemnify the **Insured** in respect of any injury, loss, damage or consequential loss occasioned by the carriage of any dangerous substances or goods.

- i) Listed in the Approved List of Dangerous Substances published by the Health and Safety Executive.
- ii) Which require carriage in accordance with
 - a. The Road Traffic (Carriage of Dangerous Substances in Road Tankers and Tank Containers) Regulations 1992
 - b. The Road Traffic (Carriage of Dangerous Substances in packages etc) Regulations 1992
 - c. Any other relevant subsequent or similar legislation

PW7. Landfill Sites Exclusion

This Policy does not indemnify the **Insured** in respect of any legal liability directly or indirectly resulting from or in consequence of the ownership and/or operation of landfill sites.

MEMBER TO MEMBER

MM1. Member to Member Exclusion

This Policy does not indemnify any member or participant against liability arising from **Injury** to or loss/damage to the property of another member or participant.

MM2. Member to Member Endorsement

This Policy is extended to include liability where so requested by the **Insured** as if any individual Policy has been issued to each member of the **Insured**.

PROVIDED THAT:

- (a) this Policy will not apply where more specific insurance is in force.
- (b) nothing contained herein shall be deemed to increase the **Company's** liability under the Limit of Indemnity.

General Liability Policy Endorsements

PROPERTY/LAND OWNERS

PO1. Unoccupancy Clause

It is a condition precedent to the **Company's** liability that any building which is empty or not in use

- a) be secured against illegal entry
- b) be internally inspected by the Insured or his approved representative at least once every 14 days
- c) the gas/electricity supply be isolated at the mains
- d) i) the water system be turned off at the mains
ii) the water system be drained off

Subject otherwise to the terms, conditions and exceptions of this Policy

PO2. Property Owners Liability Extension

This Policy will indemnify the **Insured** only against all sums which the Insured shall be legally liable to pay as damages in respect of accidental **Injury** to any person or accidental damage to property happening during the Period of Insurance and caused by any defect in Premises or arising from the maintenance or repair or decoration of the Premises.

Provided that the **Insured** shall at all times ensure that all the buildings or premises to which this Policy applies are kept in good repair and if any defects be discovered by complaints from tenants or otherwise he shall forthwith cause such defects to be made good and in the meantime cause such temporary precautions to be taken as the circumstances may require. So far as is reasonably practicable no alteration or repair shall without consent of the **Company** be made to any building or premises after any accident has occurred in connection therewith until the **Company** shall have had an opportunity of inspecting the same.

The schedule of premises covered by this Policy will be shown in another endorsement.

PO3. Property Owners Liability Cover Only - Restriction

This Policy will indemnify the **Insured** only against all sums which the **Insured** shall be legally liable to pay as damages in respect of accidental **Injury** to any person or accidental damage to property happening during the Period Of Insurance and caused by any defect in Premises or arising from the maintenance or repair or decoration of the Premises only and for no other activities.

Provided the **Insured** shall at all times ensure that all the buildings or premises to which this Policy applies are kept in good repair and if any defects be discovered by complaints from tenants or otherwise shall forthwith cause such defects be made good and in the meantime cause such temporary precautions to be taken as the circumstances may require. So far as is reasonably practicable no alteration or repair shall without consent of the **Company** be made to any building or premises after any accident has occurred in connection therewith until the **Company** shall have had an

General Liability Policy Endorsements

opportunity of inspecting the same.

The schedule of premises covered by this Policy will be shown in another endorsement.

PO4. Property Owners Liability Extension - Land

This Policy will indemnify the **Insured** only against all sums which the **Insured** shall be legally liable to pay as damages in respect of accidental **Injury** to any person or accidental damage to property/land happening during the Period of Insurance and caused by any defect or arising from the maintenance of the property/land.

Provided the **Insured** shall at all times ensure that all the property/land to which this Policy applies are kept in good repair and if any defects be discovered by complaints from tenants or otherwise shall forthwith cause such defects be made good and in the meantime cause such temporary precautions to be taken as the circumstances may require. So far as is reasonably practicable no alteration or repair shall without consent of the **Company** be made to any property after any accident has occurred in connection therewith until the **Company** shall have had an opportunity of inspecting the same.

The schedule of property/land covered by this Policy will be shown in another endorsement.

HAULAGE/COURIERS

HC1. Haulage (Goods) Exclusion

This Policy shall not provide an indemnity against liability caused by or arising from the handling carriage storage or disposal of

- a) waste
- b) livestock
- c) bulk tank liquids oils gases or chemicals
- d) explosives or radioactive materials
- e) dangerous goods as defined within the Approved Carriage List for the purposes of the Carriage of Dangerous Goods by Road and Rail (Classification, Packaging and Labelling) Regulations 1994.

HC2. Haulage (Contamination) Exclusion

This Policy does not indemnify the **Insured** in respect of loss or damage caused by the wrongful delivery of or the contamination in transit of any load by the Insured.

HC3. Warehouseman's Liability Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising in connection with Freight Forwarders or Warehouseman's Liability, including any liability arising under RHA CMR and NAWK (or similar) contract conditions.

General Liability Policy Endorsements

HC4. Courier's Maximum Weight Limit

This Policy does not indemnify the **Insured** in respect of any claim arising out of or in connection with the handling of any package or parcel exceeding 22kg in weight.

HC5. Pedal & Motorcycle Courier Exclusion

This Policy does not indemnify the **Insured** in respect of any claim arising out of or in connection with work as a pedal cycle or motor cycle courier.

CONTRACTORS/BUILDING

CB1. Building and Contracting Operations Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising out of or in connection with any building work or contracting operations undertaken by or on behalf of the **Insured**.

CB2. Restriction in Work (Carried out by BFSC only)

This Policy does not provide an indemnity in respect of any claim arising out of roofing work involving use of heat or flame producing equipment, unless such work is carried out by a bona fide (supply and fix) subcontractor. Any such subcontractor must have insurance in place which must be checked by the **Insured** in accordance with the wording of Endorsement 17.

CB3. Restriction in Work (Shops, Offices etc. only)

This Policy shall only provide an indemnity in respect of **Injury** or loss of or damage to property caused by or in connection with work in or on buildings occupied solely as private dwellings shops offices hotels public houses guest houses schools colleges residential retirement or nursing homes of not more than four floors including basement and attic (including the grounds thereof).

CB4. Underground Services

Except when performing emergency repair works the **Insured** shall use the local free-phone service for the area in which they will be working prior to commencement of any contract for excavation where underground services may be at risk of damage.

Where such free-phone services are not available the **Insured** shall use an appropriate detection system.

CB5. Groundwork Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising out of or in connection with excavation and groundworking.

General Liability Policy Endorsements

CB6. Roofing Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising from or in connection with roof work.

CB7. Structural Steelwork Erection Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising out of or in connection with the erection of structural steelwork.

CB8. Site Clearance Warranty

This Policy does not indemnify the **Insured** in respect of any claims arising out of the burning of waste materials unless the bonfire is sited at least 10 Metres away from any building or other structure.

CB9. Tree Felling Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising out of or in connection with Tree Felling.

CB10. Damp Proofing & Timber Treatment Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising out of damp proofing or timber treatment work.

CB11. Damp Proofing/Dry Rot/Timber Treatment Conditions

It is a condition precedent to liability under this Policy that the following precautions shall be effected at all times when the **Insured** are engaged in Damp Proofing, Dry Rot or Timber Treatment or like processes:

The use of artificial lighting in the treatment areas be limited to specially constructed flameproof double encased lamps connected without junction boxes to points outside the area being treated.

Any other electrically operated equipment used by the **Insured** shall be similarly connected without junction boxes to points outside the area being treated.

The **Insured** shall have stipulated in writing to the client that

- i) it is the responsibility of the client to ensure that all electrical circuits and installations within the treatment area are safe and in good order before the commencement of any work.
- ii) the electricity supply to any circuits within the treatment area must be cut off and remain cut off during the course of treatment.
- iii) no naked flames or electrical equipment other than in i and ii above to be taken into the area of treatment for at least 48 hours.

The **Insured** shall comply with all instructions issued with products used.

February 2008

General Liability Policy Endorsements

Where necessary the **Insured** will provide polythene sheets to the client to protect property from staining.

CB12. Aerial Erectors Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising out of or in connection with any contract undertaken involving abseiling, the use of cradles or erection of masts.

CB13. Cradle Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising from or in connection with the abseiling or the use of cradles.

MISCELLANEOUS

MI1. Crop Spraying Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising out of or in connection with the spraying of crops by any method.

MI2. Repatriation Costs & Medical Expenses Exclusion

This Policy excludes costs of Repatriation and Medical Expenses whilst the Insured or the **Insured's Employees** are outside the United Kingdom for the purposes of the **Business**.

MI3. Skip Hirers Warranty

It is warranted by the Insured that when Skips are left by the Insured on the Public Highway:

- i) the Insured will comply with all Local Authority requirements.
- ii) skips will be lit during the hours of darkness.

Subject otherwise to the terms conditions and limitations of this Policy.

MI4. Photography Restriction

This Policy does not indemnify the **Insured** in respect of any claims arising from underwater or aerial photography.

MI5. Named Persons Clause

This Policy is only operative in respect of work carried out by put in named person

General Liability Policy Endorsements

MI6. Guns Exclusion

This Policy does not indemnify the **Insured** in respect of any claims arising from or in connection with the use of Guns.

MI7. Gun Conditions

This Policy does not indemnify the **Insured** in respect of any claims arising from or in connection with the use of Guns, except the use of Air Rifles. It is a condition precedent to Insurers liability that:

- a) Air rifles are only used in buildings.
- b) The building does not have open access and all persons other than the **Insured** have vacated the building prior to use of the Air Rifles.

MI8. Animals Exclusion.

This Policy does not indemnify the **Insured** in respect of claims arising from loss of or injury to animals in the **Insured's** care custody or control.

MI9. Animal Straying Exclusion

This Policy excludes all liability in respect of claims arising out of the straying or escape of animals from any property owned or occupied by the **Insured**.

MI10. Watercraft Exclusion

This Policy does not indemnify the **Insured** in respect of any claim arising out of the ownership or use of any watercraft.

MI11. Coastal and Deep Sea Fishing Exclusion

This Policy does not indemnify the **Insured** in respect of any claim arising out of coastal or deep sea fishing.

MI12. Restaurant Warranties

It is warranted that:

1. All deep fat frying ranges be equipped with:
 - a) Cooking thermostats arranged to prevent the temperature of cooking oils or fats rising above 250°C or the manufacturers maximum recommended temperature if this is less than 205°C and that such thermostats be maintained in efficient working order
 - b) a separate high temperature limit control of a non-self-resetting type to shut off the heat source in the event of the temperature of the oils or fats exceeding 230°C
 - c) lids or shutters capable of immediate closure in the event of fire

General Liability Policy Endorsements

2. All gas heated deep frying ranges be equipped with a flame failure device to cut off the fuel supply in the event of flame failure
3. A minimum of two portable fire extinguishing appliances either 9 litre foam and/or 9 litre dry powder be situated in the cooking area and that such appliances be maintained in efficient working order
4. At least one fire blanket conforming to the requirements of British Standard BS6575:1985 and of an adequate size be situated in the cooking area
5. All filter grease traps or other grease removal receptacles be emptied and thoroughly cleaned at intervals not exceeding seven days
6. All cooking ranges extract ducting hoods canopies flue pipes and thermostats attached to or forming part of the range(s) be thoroughly cleaned by specialist contractors at intervals not exceeding one year
7. All deep fat frying ranges and associated equipment be serviced at least annually by qualified personnel in accordance with the manufacturers instructions such service to include testing the normal method of temperature control checking of ducts and burners and cleaning where necessary
8. All oil and/or greasy waste and cloths be kept in metal receptacles with close-fitting metal lids and removed from the building(s) at the end of each working day and from the premises at intervals not exceeding one week

MI13. Plant Hirer Warranty

The **Insured** hereby warrants 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 and a copy of the **Insured's** standard hiring conditions lodged with the **Company**.
- 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 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

MI14. Injuries to working partners or proprietors – Extension to Section 3

In respect of **Injury** sustained by any working partner or proprietor named as the **Insured** in the Schedule the **Company** will for the purpose of this section deem such person to be an **Employee** provided that the **Company** will only be liable under this Extension where

- (a) the **Injury** is sustained whilst such partner or proprietor is working in connection with the **Business**
and
- (b) the **Injury** is caused by the negligence of another partner or proprietor or **Employee** whilst working in the **Business**
and

General Liability Policy Endorsements

- (c) the injured partner or proprietor has a valid right of action in negligence against the person responsible for such bodily injury.

Subject otherwise to the terms, conditions and exceptions of this Policy.

MI15. Asphalt and Tar Boiler Warranty

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

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