



Policy booklet
Employers', Public & Products Liability

Introduction to Your Policy

Zenith Marque Insurance Services is pleased to welcome You as a customer. Zenith Marque Insurance Services administers Your policy on behalf of Zenith Insurance Plc (The Insurer).

This Policy Document is evidence of a legally binding contract of insurance between You (The Insured) and Zenith Insurance Plc (The Insurer).

In agreeing to Insure You and in calculating the premium We have charged and the terms to be applied, we have relied on:

- You having taken all reasonable care to answer all questions asked honestly, accurately and to the best of Your knowledge; and
- the completeness of any other information given either verbally or in writing by You or on Your behalf at the time You applied for insurance; and
- the information supplied being given honestly and to the best of Your knowledge and belief.

The information that You have given to Us is shown on Your signed proposal form, or statement of fact or statement of insurance but will also include further information given either verbally or in writing by You or on Your behalf at the time You applied for insurance.

You must read this policy document, the Policy Schedule together. The Policy Schedule tells You which sections of the policy apply. Please check all three documents carefully to make certain they give You the cover You want.

We have agreed to insure You against liability loss or damage that may occur within the geographical limits of the policy during any period of insurance for which You have paid, or agreed to pay the premium. The cover We provide is subject to the terms, conditions and exceptions contained in this policy document or in any endorsement applying to this policy document.

Nobody other than You (the Insured) and Us (Zenith Insurance Plc) has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to You in the English language and We undertake to communicate in this language for the duration of the policy.



Gary Humphreys

*Zenith Insurance Plc and/or its co-Insurer
QIC Europe Limited.*

Authorised Insurers, registered in Gibraltar No 84085. Registered Office: 846-848, Europort, Gibraltar.

Zenith Insurance Plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787).

Zenith Insurance Plc is a member of the Association of British Insurers.QIC Europe Limited, registered in Malta with registered address at No. 7, 4th Floor, Block C, Skyway Offices, 179 Marina Street, Pieta, PTA 9042, Malta.

QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority (MFSA) to carry on general insurance business in terms of the Malta Insurance Business Act, 1998 and subject to limited regulation by the UK Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 659521).

Calls made to our claim notification lines 0800 019 5919 from all devices (including mobiles) are free.

Several Liabilities Notice

The obligations of Zenith Insurance Plc and its co-Insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

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Definitions

Guidance notes

Business insurance documents are quite complicated, so we have provided guidance notes to help you understand your cover. These notes are not part of the contract.

It is important that the information you give us is accurate, otherwise your insurance may not be valid.

You must read this insurance document together with your schedule and any endorsements applied.

The schedule should show details of you, your business and the cover you have asked for.

Any word or expression defined here has the same meaning wherever it appears in the insurance. Where they appear in the rest of this insurance they start with a capital letter.

Asbestos

Asbestos, asbestos fibres or anything containing asbestos.

Business

Your business described in the Schedule, conducted at or from premises in the UK. This includes the ownership, repair and maintenance of Your property. It also includes any canteen, medical, social or sports activities or facilities for Employees, charity events You host and fire fighting or first aid facilities You operate. It also includes any private work undertaken with Your consent by an Employee for any of Your directors, officers, business partners or Employees.

Completed Work

Work carried out by You (or on Your behalf) away from Your premises which is no longer under Your or an Employee's control.

Damage

Accidental loss of, or damage to, tangible property, nuisance, trespass, obstruction or interference with any right of way, light, air or water.

Defence Costs

All costs, fees and expenses incurred (with Our prior consent) by You in the defence or settlement of any claim under this insurance. This includes any costs arising out of Your representation at any Coroner's Inquest or Fatal Accident Inquiry and costs arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may give rise to a claim which would be covered by this insurance.

It also includes any costs incurred by You arising out of any prosecution under the UK Health and Safety at Work Act 1974, the Health and Safety at Work (Northern Ireland) Order 1978 and/or the UK Corporate Manslaughter and Corporate Homicide Act 2007 (and/or legislation of similar effect) provided that We shall not be liable for any fines or penalties imposed as a consequence of such a prosecution or for any prosecution costs.

Definitions (continued)

Employee

Any of the following whilst they are working on Your behalf in connection with the Business:

- a) an employee under a contract of service or apprenticeship with You,
- b) a labour master or any person supplied by him,
- c) a labour only sub-contractor,
- d) a self employed person working for You and under Your control,
- e) a person hired by You, borrowed by You or embedded in Your Business,
- f) a person undertaking study or work experience or on a youth training scheme with You,
- g) a voluntary worker,
- h) a working director where You are a limited company.

Endorsement

A change in the terms of Your insurance. An endorsement does not apply unless the endorsement number appears in Your Schedule.

Excess

The amount You have to pay towards any valid claim under this insurance.

Financial Loss

Any loss not resulting from Injury or Damage.

Gradual Contamination

Pollution as defined below that is not the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of Insurance.

Injury

Death, bodily injury, illness, disease, mental injury, mental anguish, shock, wrongful arrest or detention, wrongful accusation of shoplifting or false imprisonment.

Occurrence

An accident, including continuous or repeated exposure to substantially the same general conditions, which results in Injury or Damage where such Injury or Damage is neither expected nor intended by You.

Period of Insurance

The period of time shown in the Schedule during which this insurance covers You.

Pollution

Pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.

Product

Any tangible property after it has left Your custody or control which has been altered, designed, distributed, erected, hired out, installed, manufactured, processed, repaired, sold, serviced, specified, supplied, treated or worked on by You or on Your behalf in connection with the Business including any Completed Work.

Definitions continued on the next page.

Definitions (continued)

Proposal

Any information provided or declaration made by You or on Your behalf to Us in connection with this insurance by means of a formal proposal or otherwise.

Radiation

Ionising radiation or contamination by radioactivity from any nuclear assembly or nuclear component of it or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

Retail customer

An individual who is acting for purposes which are outside his trade, business or profession.

Terrorism

Any act of terrorism as defined in the Terrorism Act 2000.

The Insurer

Zenith Insurance Plc and/or its co-Insurers whose names and addresses are available on request.

The Schedule

The insurance document listing Your details and details of the sections of this insurance document which apply to You.

Turnover

The amount of money taken by You for the activities of the Business during the Period of Insurance excluding VAT and less payments You make to sub-contractors who are not Employees.

UK

The United Kingdom being England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

War

War, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

We, Us, Our

The Insurer.

Work Materials

All materials brought to a site away from Your premises for incorporation into work to be done by You (or on Your behalf) and any plant, tools, equipment, temporary works, and temporary buildings, brought onto or adjacent to the site to be used for the work.

You, Your

The insured person, company, business partnership or firm named in the Schedule.

What We cover

Guidance notes

Your own schedule will show which parts of this insurance apply as long as you have paid the premium.

Please check that this is the cover you asked for and tell your insurance adviser if you have any questions.

We cover claims made in courts anywhere in the world other than the United States of America and Canada.

We will provide a legal representative for you if an HSE prosecution or 'manslaughter' charge is brought against you after an accident. Please refer to the meaning of Defence Costs under the definitions section.

If we ask you to go to court as a witness after a claim we will pay you compensation at a set rate. There is a limit to the amount we will pay.

We will indemnify You against Your legal liability, as defined by each insured section of this insurance, as indicated in the Schedule, arising out of the Business, to pay compensatory damages (including claimants' costs, fees and expenses) in accordance with the laws of any country (except the United States of America or Canada), subject to the terms, conditions, limits of liability, exceptions and Endorsements of this insurance.

We will not indemnify You for any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such a judgment, award or settlement either in whole or in part) unless We have specifically agreed to do so by Endorsement to this insurance.

We will also pay Defence Costs.

Compensation for court attendance extension

We will also pay compensation for court attendance.

In the event of You or any of Your directors, officers, business partners or Employees attending court as a witness at Our request in connection with a claim We will provide compensation at the rates stated below for each day on which attendance is required.

How much We cover

Guidance notes

There are limits to the amount of cover we provide under the insurance. Please check the schedule to see that the limits we provide meet your needs and are what you asked for. Please refer to your insurance adviser if you have any questions.

Section A Employers' Liability

We will not pay more than the limit of liability stated in the Schedule for compensatory damages (including claimants' costs, fees and expenses) and/or Defence Costs, arising from any one claim or series of claims against You arising out of one Occurrence.

In respect of claims arising out of Terrorism or Asbestos We will not pay more than £5,000,000 for compensatory damages (including claimants' costs, fees and expenses) and/or Defence Costs arising from any one claim or series of claims against You arising out of one Occurrence.

Sections B Public Liability and C Products Liability

We will not pay more than the limit of liability stated in the Schedule for compensatory damages (including claimants' costs, fees and expenses) in respect of any one Occurrence or series of Occurrences arising from one cause.

Under Section C Products Liability the limit of liability is also the total amount We will pay (including claimants' costs, fees and expenses) for all claims against You arising from Occurrences during the Period of Insurance.

In respect of claims arising out of Pollution, the limit of liability stated in the Schedule is also the total amount We will pay (including claimants' costs, fees and expenses) for all claims against You during the Period of Insurance.

Defence Costs will be payable in addition to the limit of liability stated in the Schedule except for Section A Employers' Liability where the limit of liability includes Defence Costs.

Compensation for court attendance will be provided at the following rates:

- You or any of Your directors, officers or business partners £250 per day,
- any of Your Employees £150 per day,

subject to a total of not more than £5,000 in the Period of Insurance.

Who We cover

Guidance notes

The cover we provide applies to you and certain other people provided they keep to the policy conditions and endorsements.

If You request it, subject to the terms, conditions, limits of liability, exceptions and Endorsements of this insurance, We will also indemnify any of the following:

- a) any of Your directors, officers, business partners or Employees in their business capacity for claims arising out of the Business,
- b) the officers, committee and members of Your canteen, medical, social, charity, fire fighting and first aid organisations in their capacity as such,
- c) any principal for liability for which You would have been entitled to indemnity under this insurance if the claim had been made against You, provided the claim arises out of work carried out by You under a contract or agreement,
- d) If anyone covered by this insurance dies, We will deal with any claim made against their estate or Personal Representatives as long as the claim is covered by this insurance

provided that they have kept to all the terms of this insurance and any applicable Endorsements.

Section A Employers' Liability

Guidance notes

This section explains the cover available if an employee claims against you, for injury to them arising out of their work.

This section explains when and where the Employers' Liability cover applies. There is cover in the UK and for temporary visits overseas.

We do not cover overseas medical expenses which are more properly covered under a suitable travel insurance policy. Please refer to your insurance adviser if you need advice about this.

If an employee is injured at work by somebody else and the other person doesn't pay the court award that your employee gets from them, we will cover it.

Under all contracts some situations are not covered. Please read this section carefully to make sure you understand what cover is not included in your own insurance.

These exceptions are specific to Section A Employers' Liability but please see 'General Exceptions' because those also apply.

Details of Cover

What We cover

We will cover compensation payments that have to be made for Injury to any Employee which occurs during the Period of Insurance where such Injury arises out of and in the course of their employment by You in the Business during the Period of Insurance, either:

- a) in the UK,
- b) elsewhere in the world in respect of temporary visits by Employees who normally live in the UK, provided that:
 - i) the action for damages is brought against You in a court of law in the UK,
 - ii) We will not cover any amount payable under any workman's compensation, social security, health insurance or similar legislation,
 - iii) We will not cover any medical or repatriation costs.

Unsatisfied court judgments extension

If an Employee (or their Personal Representative) obtains a judgment for damages in a court of law in the UK against any person or company other than You for an Injury occurring during the Period of Insurance in connection with the Business and the judgment remains unsatisfied for six months We will cover the amount of the outstanding damages and costs awarded. We will not provide cover if there is an appeal outstanding. If We make a payment under this extension of cover the Employee (or their Personal Representative) must assign the judgment to Us.

Exceptions to Section A Employers' Liability

Claims that We do not cover

We will not cover claims arising out of:

- a) circumstances where any road traffic legislation requires compulsory insurance or security,
- b) work on or visits to, any offshore rig, installation or platform. This applies from the time of embarkation onto any kind of transport at the point of final departure to the offshore rig, installation or platform until disembarkation from the transport from the offshore rig, installation or platform onto land.

Section A Employers' Liability (continued)

Guidance notes

The cover we provide satisfies the requirements of the UK law on Employers' Liability insurance. Because of the law we might have to pay a claim, even if you have not kept to the conditions of the insurance. If this happens you might have to pay us back.

You must keep to these conditions or your insurance will not be valid.

These conditions are specific to Section A Employers' Liability but please see 'General Conditions' as those also apply.

You must make sure that personal protective equipment (PPE) is given to employees where necessary and that it is used properly. You must keep a record of what is issued and employees must sign for it.

You must make sure that your industrial machinery is properly guarded. You must supply employees with a written procedure for the correct use of it and see that the procedure is followed. New users must be trained and supervised.

Employers' Liability Compulsory Insurance

The cover given by this section of the insurance is in accordance with the provisions of any law enacted in the UK relating to compulsory insurance of liability to employees. If this insurance contains any terms which are prohibited by such law they will be disregarded when determining our liability to make a payment.

However if You have failed to comply with any condition of this insurance and We have to pay any sum because of the compulsory insurance law, then You must pay this amount back to Us.

Conditions that apply to Section A Employers' Liability

You must ensure that the use or wearing of personal protective equipment by any Employee (as required by the Personal Protective Equipment at Work Regulations 1992) is enforced and that a formal record is maintained of personal protective equipment supplied to and received by Employees.

If You or Your Employees use industrial machinery You must:

- a) ensure that Your industrial machinery is guarded in accordance with current government regulations, health and safety legislation or industry recommendations as may be applicable,
- b) before they use the machinery, provide users of Your industrial machinery with a written procedure for the safe operation of the machinery which, if applicable, must include the procedure for the clearance of blockages or obstructions,
- c) ensure that the use of the machinery is undertaken in accordance with the written procedure,
- d) ensure that any new user of the machinery is trained and supervised by an experienced operative until they are able to operate such machinery in accordance with the written procedure.

Section B Public Liability

Guidance notes

This section explains the cover available if other people claim against you for injury to them or damage to their property arising out of your business activities, other than in connection with your products or completed work.

The cover applies in the UK and for temporary visits elsewhere.

Details of Cover

What We cover

We will cover compensation payments that have to be made for:

- a) Injury to another person: and/or
- b) Damage to other people's property

as a result of an Occurrence during the Period of Insurance within:

- a) the UK or,
- b) the rest of the world where Your liability arises out of a temporary visit by You or any of Your directors, officers, business partners or Employees provided they normally live in the UK.

Defective Premises Act extension

We will cover compensation payments that have to be made for Injury or Damage arising because of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises which You owned and have disposed of, but We will not cover the cost of rectifying any defect or alleged defect in the premises.

Data Protection Act extension

We will cover compensation payments that have to be made for Injury or Damage arising because of Section 13 of the Data Protection Act 1998 provided that You are a registered user in accordance with the Act and You are not in business as a computer bureau, but We will not cover:

- a) Injury or Damage caused by any deliberate act or omission by You,
- b) any Injury or Damage caused by fraud or dishonesty,
- c) the costs and expenses of rectifying, rewriting or erasing data,
- d) claims arising out of Your recording, processing or providing of data for reward or to determine the financial status of anyone,
- e) fines, penalties or prosecution costs.

Section B Public Liability (continued)

Guidance notes

These exceptions are specific to Section B Public Liability but please see 'General Exceptions' because those also apply.

Overseas personal liability extension

We will cover You and any of Your family members accompanying You (and at Your request any director, business partner or Employee and any of their family members accompanying them) whilst outside the UK in connection with the Business against their legal liability incurred in a personal capacity, but We will not cover:

- a) claims arising out of the ownership or tenure of any land or building,
- b) claims covered by any other insurance.

Exceptions to Section B Public Liability

Claims that We do not cover

We will not cover:

- a) claims which are covered by Section A Employers' Liability or C Products Liability or would be covered by Section A Employers' Liability or C Products Liability if You had valid cover under those sections and complied with all the terms of the policy, whether or not those sections are covered.
- b) Damage to Your property (Your property includes property owned by You, leased to You, hired by You, under hire purchase by You, on loan to You, held in trust by You or otherwise in Your care, custody or control) but We will cover Your liability for Damage to:
 - i) Employees' visitors' and customers' clothing and personal effects,
 - ii) premises tenanted by You (provided Your liability for Damage does not arise under an agreement where Your liability only arises because of the agreement and would not have arisen if the agreement had not been made and provided that the cause of the Damage is not of a type which an agreement states must be insured against by the lessee or tenant).
- c) claims arising out of the ownership, possession or use by You or on Your behalf, or by or on behalf of any other person whom We cover, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, but We will cover claims:

Section B continued on the next page.

Section B Public Liability (continued)

- i) caused by the use of any tool or plant forming part of, or attached to, or used in connection with, any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any road traffic legislation,
 - ii) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer, except where cover is (or but for the existence of this insurance would be) provided by any motor insurance,
 - iii) arising out of any motor vehicle or trailer temporarily in Your custody or control for the purpose of parking, except liability for which compulsory insurance or security is required by any road traffic legislation.
- d) claims arising out of the ownership, possession or use by You or on Your behalf of any aircraft, hovercraft, offshore installation, offshore rig, offshore platform or watercraft, other than watercraft not exceeding 10 metres in length whilst being used on inland waterways.
 - e) claims arising out of Your failure to take reasonable steps to prevent Injury or Damage.
 - f) payments arising out of any liquidated damages clause, penalty clause, performance warranty or guarantee unless Your liability would have arisen if it had not been in force.
 - g) claims arising out of Gradual Contamination.
 - h) claims arising out of any negligent act, error, omission, or malpractice made or alleged to have been made by You or on Your behalf in the provision of professional services. 'Professional services' means the preparation or approval of any advice, certificate or similar document, computer programme, design, drawing, formula, instruction, map, opinion, plan, report, specification or survey and any consultancy, engineering inspection, project management or supervisory service done separately for a fee.
 - i) claims for Financial Loss.
 - j) claims for Damage to the Completed Work or to the Work Materials.
 - k) liability for which You have to take out insurance under clause 21.2.1 of the 1980 Joint Contracts Tribunal Conditions of Contract or a clause of similar intent in a prior or later version.
 - l) claims arising out of War.
 - m) claims arising from Radiation.

Section B Public Liability (continued)

Guidance notes

You must keep to this condition or your insurance will not be valid.

This condition is specific to Section B Public Liability but please see 'General Conditions' as those also apply.

A condition that applies to Section B Public Liability

You must not agree to cover the liabilities of, nor waive Your rights of recourse against, a sub-contractor who is not an Employee.

Section C Products Liability

Guidance notes

This section explains the cover available if other people claim against you for injury to them or damage to their property arising out of your products or completed work.

Under this section we will provide a legal representative for you if a prosecution is brought against you under the Consumer Protection or Food Safety Acts.

These exceptions are specific to Section C Products Liability but please see 'General Exceptions' because those also apply.

Details of Cover

What We cover

We will cover compensation payments that have to be made for:

- a) Injury to another person: and/or
- b) Damage to other people's property

as a result of an Occurrence during the Period of Insurance but only arising out of or in connection with any Product or Completed Work.

Consumer Protection Act and Food Safety Act legal costs extension

We will cover any costs incurred by You arising out of any prosecution under:

- a) Part 2 of the Consumer Protection Act 1987, the Consumer Protection (Northern Ireland) Order 1987, the General Product Safety Regulations 2005 or related product safety legislation
- b) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990 or the Food Safety (Northern Ireland) Order 1991

resulting from an offence alleged to have been committed during the Period of Insurance in connection with the Business, but We will not cover:

- a) any proceedings or appeals resulting from any deliberate act or omission by You.
- b) costs or expenses covered by any other policy (or which would be covered but for the existence of this insurance).
- c) fines, penalties or prosecution costs.

Exceptions to Section C Products Liability

Claims that We do not cover

We will not cover:

- a) claims which are covered by Section A Employers' Liability or B Public Liability or would be covered by Section A Employers' Liability or B Public Liability if You had valid cover under those sections and complied with all the terms of the policy, whether or not those sections are covered.
- b) claims for the cost of the repair, reconditioning, removing, re-applying, rectifying, or replacement of any Product or part of any Product, which is defective or alleged to be defective, other than Products supplied under a separate contract.
- c) claims or costs arising out of the recall of any Product or part of any Product.

Section C Products Liability (continued)

Guidance notes

These exceptions are specific to Section C Products Liability but please see 'General Exceptions' because those also apply.

- d) claims arising out of any Product which, to Your knowledge, is intended to be used in the structure, machinery or controls of any aircraft, other aerial device, hovercraft, offshore installation, offshore rig, or offshore platform.
- e) claims arising out of any Product which, to Your knowledge, is to be delivered to the United States of America or Canada unless We have specifically agreed to cover these claims by Endorsement to this insurance.
- f) claims arising under an agreement where Your liability only arises because of the agreement and would not have arisen if the agreement had not been made.
- g) claims arising out of the failure (or alleged failure) of any Product or Completed Work to work properly, or its unsuitability (or alleged unsuitability) for its intended function, unless it is due to an unintentional defect or error in the manufacturing or installation of the Product or Completed Work.
- h) claims arising out of circumstances which You knew about before the Period of Insurance which might be expected to give rise to a claim.
- i) claims arising out of Your failure to take reasonable steps to prevent Injury or Damage.
- j) payments arising out of any liquidated damages clause, penalty clause, performance warranty or guarantee unless Your liability would have arisen if it had not been in force.
- k) claims arising out of Gradual Contamination.
- l) claims arising out of any negligent act, error, omission, or malpractice made or alleged to have been made by You or on Your behalf in the provision of professional services. 'Professional services' means the preparation or approval of any advice, certificate or similar document, computer programme, design, drawing, formula, instruction, map, opinion, plan, report, specification or survey and any consultancy, engineering inspection, project management or supervisory service done separately for a fee.
- m) claims for Financial Loss.
- n) claims for Damage to the Completed Work or to the Work Materials.
- o) liability for which You have to take out insurance under clause 21.2.1 of the 1980 Joint Contracts Tribunal Conditions of Contract or a clause of similar intent in a prior or later version.
- p) claims arising out of War.
- q) claims arising from Radiation.

Section C continued on the next page.

Section C Products Liability (continued)

Guidance notes

You must keep to this condition or your insurance will not be valid.

This condition is specific to Section C Products Liability but please see 'General Conditions' as those also apply.

A condition that applies to Section C Products Liability

You must maintain Your full rights of recourse against any manufacturer or supplier from whom You obtain any Product or anything which is incorporated into any Product.

General Exceptions

Guidance notes

These general exceptions apply to all sections of your insurance and explain when your insurance will not cover you.

Please see also the exceptions contained within the various sections of the insurance as those also apply.

Terrorism and asbestos claims are excluded other than for Employers' Liability where claims of up to £5,000,000 are covered.

Claims that We do not cover for any section

We will not cover:

- a) claims arising out of Terrorism.
- b) claims arising from Asbestos or the cost of removing, nullifying or cleaning up Asbestos.

In respect of Section A Employers' Liability exceptions a and b immediately above shall only apply to compensatory damages (including claimants' costs, fees and expenses) and/or Defence Costs in excess of £5,000,000 arising from any one claim or series of claims against You arising out of one Occurrence.

- c) any award of punitive or exemplary damages (whether as fines, penalties, multiplications of compensatory awards or in any other form).
- d) claims or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

General conditions

Guidance notes

These general conditions apply to all sections of your insurance.

You must keep to these conditions or your insurance will not be valid. Your insurance only covers people who meet these conditions. All of the information you give to us in the proposal form, statement of fact or annual declaration must be completely true and accurate.

Please refer also to the conditions contained within the various sections of this insurance as those also apply.

We will not pay any claim which is false or fraudulent.

Conditions applying to all sections of the insurance

Where any term of this insurance said (in the term itself or by any heading) to be a condition, requires You to do or comply with that thing in circumstances where compliance with the term (other than one defining the risk as a whole) would tend to reduce risk of Liability, Loss, Injury or Damage of a particular kind, or at a particular location, or at a particular time, we shall not cover any claim under this insurance for such of Liability, Loss, Injury or Damage unless you establish that the non-compliance could not have increased the risk of the Liability, Loss, Injury or Damage which actually occurred in the circumstances in which it occurred.

You and anyone claiming cover must keep to all the conditions in this document and any applicable Endorsements throughout the Period of Insurance and We will only provide the cover described in this insurance if You have kept to the following conditions:

- A You must provide to us a fair presentation of the risk in the Proposal or Statement of Fact or in any other information given at inception, renewal and variation of this Policy. This means You must disclose to Us
- 1 every material circumstance which You know or ought to know (including matters known to those responsible for Your insurance, and, if You are not an individual, matters known to Your senior management) or
 - 2 sufficient information to put Us on notice that We need to make further enquiries to find out about those material circumstances and
 - 3 such disclosure is in a manner which would be reasonably clear and accessible to Us and
 - 4 in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith.

General conditions (continued)

- B In the event that You or anyone acting on your behalf fails to provide a fair presentation of risk:
- 1 We may treat this Policy as void and refuse all claims and recover from You any sums already paid by Us to You in respect of claims if:
 - i) such failure was deliberate or reckless and/or
 - ii) We would not have entered into this Policy on any terms if You had made a fair presentation of the risk.If We treat the policy as void, We will return the premium paid unless such failure was deliberate or reckless.
 - 2 if We would have entered into the Policy but on different terms had You made a fair presentation of the risk We may:
 - i) reduce proportionately the amount to be paid on any claim if We would have charged a higher premium calculated by applying the percentage that the actual premium charged bears to the higher premium
 - ii) treat the Policy as entered into on any such different terms (other than relating to the premium) that We would have entered into had You made a fair presentation of risk.
- C If You make a fraudulent claim, We will not pay the claim, We may give you notice that We treat the Policy as having been terminated so that cover will end and You will lose any premium You have paid and We will recover from You any sums that We have paid in respect of the claim. We may also contact the Police and /or relevant authority(s) in relation to possible criminal proceedings.
- D If, under the law of any country which this insurance covers You in, We have to settle a claim which We would not otherwise have paid, You, or the person who made the claim, must pay this amount back to Us.
- E If there is other insurance in force (or which would be in force if Our insurance did not exist and You had complied with all the terms of the other insurance) which covers the same loss, damage or liability as Our insurance, We will only pay any amount over that provided by the other insurance. This condition does not make Us responsible for any amount We would not otherwise have paid under this insurance.
- F You cannot transfer this insurance to anyone else.

General conditions continued on the next page.

General conditions (continued)

Guidance notes

If you are a 'retail' customer, you may cancel the insurance within 14 days of its start without giving any reasons. You will be entitled to a refund of part of your premium, not including any charges to cover costs.

We may cancel the insurance by sending you seven days' notice. You may be entitled to a refund of part of your premium. You may also cancel this insurance and you may be entitled to a refund if you have not made a claim.

G Changes in Your circumstances

You must tell Us as soon as possible about any changes which could affect Your insurance and which have happened since the cover first started or since You last renewed it. If You do not tell Us about these changes, Your insurance may not cover You fully or at all. If You are not sure whether any facts are important, please ask Your insurance adviser. Here are some examples of changes You should tell Us about:

- An increase in the estimated wages, salaries, Turnover, payments to sub-contractors who are not employees, maximum number of employees or maximum number of sub-contractors who are not employees, but only if any increase is more than 50% of Your previously advised estimate for the Period of Insurance. Any increase of less than 50% may be declared at the end of the Period of Insurance in accordance with the General Condition 'How your premium works' below,
- A change in the activities of the Business, including any part-time work,
- Convictions and prosecutions, other than those for motoring offences.

We shall be entitled to increase or reduce the premium and/or vary the terms, conditions and exceptions of this insurance in respect of the unexpired term of this insurance to adequately reflect any alteration in the risk. In some circumstances We may cancel the insurance in accordance with the cancellation condition below.

How Your premium works

Your premium is the minimum and deposit premium based on the estimates You have provided. You must keep an accurate record of the actual figures. Within one month of the expiry of each Period of Insurance You must provide us with the actual figures, so that the premium can be recalculated. If the recalculated premium exceeds the minimum and deposit premium You have paid, we can charge an additional premium which You must pay.

Cancellation

This is how Your insurance can be cancelled:

- We or Your insurance adviser can send You seven days' notice to Your last known address. We will refund the proportion of Your premium equivalent to the period of the insurance You have left. We will not give a refund if there has been a claim or an Occurrence which could lead to a claim in the current Period of Insurance.

General conditions (continued)

Guidance notes

If We or Your insurance adviser cancel this insurance because You have not paid the full premium, We will work out the proportion you owe using Our short period rates shown below.

- You can cancel this insurance by making a request to Us or Your insurance adviser. If there have been no claims in the current Period of Insurance and You can confirm that You are unaware of any claim or Occurrence which could lead to a claim, We will work out a charge for the time You have been covered using Our short-period rates shown below. We will refund any amount We owe You.

Period of time You have had the cover, up to:	Refund of premium
One month	70%
Two months	60%
Three months	50%
Four months	40%
Five months	30%
Six months	20%
Seven months	10%
More than seven months	Nil

You must tell us, via your insurance adviser, immediately if there are any changes to the information you have given us. If you do not do this, your insurance cover may not be valid.

You must tell us, via your insurance adviser, about significant increases in the estimated wages, salaries, Turnover, payments to sub-contractors who are not employees, maximum number of employees or maximum number of sub-contractors who are not employees straight away.

H This insurance does not give rights to any person other than You (the insured person) unless We say differently elsewhere in this document.

No rights to enforce any term of this insurance under the Contracts (Rights of Third Parties) Act 1999 are given to any person who is not a party to this insurance but this does not affect any right or remedy of any such person that arises apart from that Act.

I We may at any time pay the Limit of Liability (after the deduction of any sum already paid) or any lesser amount for which a claim can be settled and shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment (provided that the Limit of Liability stated in the Schedule is sufficient to allow it).

General conditions continued on the next page.

General conditions (continued)

Guidance notes

You must try to avoid accidents that could result in a claim, including making safe anything that presents a danger.

You must comply with health and safety law.

J You must:

- take all reasonable precautions to prevent Injury or Damage which may give rise to a claim under this insurance,
- exercise care in the selection and supervision of Employees,
- as soon as possible after discovery ensure any defect or danger is made good or remedied and in the meantime ensure additional precautions are taken as the circumstances require,
- comply with all statutory requirements and other safety regulations imposed by any authority.

K We shall not be liable for the amount of the Excess stated in the Schedule.

L Interpretation

- This insurance, the Schedule, Statement of Fact and any Endorsements shall be read together as one contract.
- Any word or expression to which a specific meaning has been attached in this insurance shall bear the same meaning wherever it may appear.
- Any reference to the singular shall include the plural and vice versa.
- The masculine shall include the feminine and vice versa.
- A statute statutory instrument, regulation or order shall include any amendment and/or re-enactment thereof.
- All terms shall be interpreted in a way that is consistent with the Insurance Act 2015.

M This insurance shall be governed in all respects by the law applying in the particular country in the UK in which You live. If there is any dispute over which law is to apply to this insurance it will be English law.

N Where there is more than one of You this insurance will apply separately to each of You in the same manner and to the same extent as if a separate insurance had been issued to each of You and We agree to waive all rights of subrogation against any of You.

General conditions (continued)

- O If the premium has been calculated on estimates given by You, You must keep an accurate record of the relevant figures which We can inspect. Within one month of the expiry of each Period of Insurance You must supply Us with a statement (in the form We require) so that the premium for that period can be calculated. If applicable You must pay Us the difference. If You do not supply a statement within one month of the expiry of the Period of Insurance We may calculate and charge an additional premium which You must pay.
- P We will have no liability to pay any claim arising or attributable to something happening after any breach of warranty but before such breach has been remedied.

Claims

Guidance notes

Please follow these instructions if you need to make a claim.

You should report all accidents, injuries, damage or occurrences which could lead to a claim to us immediately. You can do this by phone.

We or your insurance adviser will send you a claim report form and give you advice.

Very important if there is an accident or anyone is injured or anything is damaged

The following procedures are conditions which You must observe

After any Injury or Damage or claim or Occurrence which could lead to a claim, please phone Us immediately on **0800 019 5919** (calls made to or from this number and other numbers at The Insurer may be recorded for training and monitoring purposes).

You must send Us any letter, writ, summons or claim form relating to a claim or potential claim as soon as You receive it, together with a completed report form. Do not answer any letters, send them straight to Us at the address at the end of this document. You must also tell Us if You know about any prosecutions involving anyone covered by this insurance.

If there is any Injury or Damage or claim or Occurrence which could lead to a claim You must not admit to anyone else that it was Your fault or negotiate or make an offer of settlement of any claim unless You have Our permission.

We are entitled to take full control of any claim and We must be given whatever information and help We need.

We can prosecute or defend any claim in Your name.

If We make a payment under this insurance We can assume and maintain any rights of recovery against any other party. Any recovery We make will be retained by Us up to the amount of Our payment in respect of compensatory damages, claimants' costs, fees and expenses and Defence Costs. Any balance will then be given to You as recovery of Your Excess or other amount You have paid in respect of compensatory damages, claimants' costs, fees and expenses and Defence Costs.

You must not do anything that will affect our interest in this insurance.

Our Service Commitment

Guidance notes

We aim to give You a high standard of service, but if You need to make a complaint, this information explains exactly how to go ahead.

What to do if you have a complaint

We are dedicated to delivering a first class level of service to all of our policyholders. However, we accept that things can occasionally go wrong and would encourage you to tell us about any concerns you have so that we can take steps to make sure the service you receive meets your expectations in the future.

If a dispute regarding your policy or claim arises and cannot be resolved by reference to your insurance intermediary the following explains the procedures for resolving your complaint:

The resolution of complaints in relation to your policy (or any claim made under it) is delegated to our service providers in the United Kingdom, Zenith Marque Insurance Services Limited. If you have a complaint, please contact our service providers at the address below:

Zenith Marque Insurance Services Limited
Prospect House, Thanet Way, Whitstable CT5 3FD
Email: general.liability@zenithmarque.com

When contacting Zenith Marque Insurance Services Limited please provide:

- A policy number and/or claim number
- An outline of your complaint
- A contact telephone number

Our service providers will make every effort to resolve your complaint by the end of the third working day after receipt. If they cannot resolve your complaint within this timeframe they will acknowledge your complaint in writing within five working days of receipt and do their best to resolve the problem within four weeks by sending you a final response letter. If they are unable to do so, they will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks. If they are still unable to provide you with a final response at this stage, they will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
Exchange Tower,
London E14 9SR.

Email: complaint.info@financial-ombudsman.org.uk

What you should know

You may go directly to the Financial Ombudsman Service when you first make your complaint, but the Ombudsman will only review your complaint at this stage with our consent. However, we are still required to follow the procedure stated above.

If you have received a final response but are dissatisfied, you have the right of referral to the Financial Ombudsman Service within six months of the date of your final response letter. You may only refer to the Ombudsman beyond this time limit if we have provided our consent.

Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

Customer Feedback

If you have any suggestions or comments about our cover or the service we have provided please write to our UK service providers:

Zenith Marque Insurance Services Limited
Prospect House, Thanet Way, Whitstable CT5 3FD

We always welcome feedback to enable us to improve our products and services.

Telephone Recording

For our joint protection telephone calls may be recorded and monitored by us.

Endorsements

<p>Endorsement Number</p>	<p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>
<p>G01</p>	<p>Injuries to Partners or Proprietors Clause In respect of Section A Employers' Liability We agree to include partners in, or proprietors of, the Business in the definition of 'Employee' in the insurance. We will only pay claims in accordance with the terms, conditions, exceptions, limits of liability and Endorsements of the insurance and where:</p> <ol style="list-style-type: none"> 1. the Injury giving rise to the claim is sustained by a partner or proprietor whilst working in connection with the Business and 2. an Employee of Yours or another partner in, or proprietor of, the Business is legally liable for the Injury. <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G02</p>	<p>Inclusion of Exports to North America Exception e) of Section C Products Liability is deleted.</p>
<p>G03</p>	<p>North American Jurisdiction Extension Clause We will indemnify You against Your legal liability, as defined by each Section of the insurance, as indicated in the Schedule, arising out of the Business, to pay compensatory damages (including claimants' costs, fees and expenses) in accordance with the laws of the United States of America or Canada. We will indemnify You for any judgement made within countries that operate under the laws of the United States of America or Canada. In respect of any liability arising under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such a judgement or settlement either in whole or in part) the following conditions apply:</p> <ol style="list-style-type: none"> 1. We will not cover any claims arising out of Pollution or Gradual Contamination. 2. the limit of liability is as stated in the Schedule for North American jurisdiction and will be inclusive of claimants' costs, fees and expenses and Defence Costs. <p>We shall not be liable for the amount of the North American jurisdiction Excess stated in the Schedule. Exception e) of Section C Products Liability is deleted. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
G04	<p>Financial Loss Extension Clause – ‘Claims Made’ Cover</p> <p>Section C Products Liability is extended to include compensation payments that have to be made for Financial Loss first made in writing against You and notified to Us during the Period of Insurance, but only arising out of, or in connection with, a Product or Completed Work. In addition to those exceptions applicable to Section C and the general exceptions of this insurance the following exceptions also apply to this extension:</p> <p>We will not cover claims arising out of:</p> <ol style="list-style-type: none"> 1. Injury or Damage. 2. Your failure to take reasonable steps to prevent Financial Loss. 3. circumstances notified to previous insurers or known to You at the inception of this extension which may give rise to a claim for Financial Loss. 4. any act or alleged act of fraud, dishonesty, deceit or injurious falsehood or passing off or infringement of patent, copyright, trademark or trade name, libel or slander. 5. claims arising out of Your insolvency or in respect of Financial Loss sustained by Your shareholders, stockholders, or Employees in their capacity as such. <p>In respect of any payments that have to be made for Financial Loss:</p> <ol style="list-style-type: none"> 1. We will not pay more than the Financial Loss limit of liability stated in the Schedule for compensatory damages (including claimants' costs, fees and expenses and Defence Costs) for all claims made against You during the Period of Insurance. 2. We shall not be liable for the amount of the Financial Loss Excess stated in the Schedule. <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements continued on the next page.

Endorsements (continued)

<p>Endorsement Number</p>	<p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>
<p>G10</p>	<p>Contractors Conditions</p> <p>We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance.</p> <p>We will not provide cover for Your liability arising out of work done by You or on Your behalf at the following locations unless You have told Us that You work there and We have agreed to provide cover:</p> <ol style="list-style-type: none"> 1. power stations or nuclear installations. 2. refineries, bulk storage or production premises in the oil, gas or chemical industries. 3. offshore, underwater or underground. 4. on aircraft, hovercraft, aerospace systems or watercraft (other than on watercraft in docks, harbours, boatyards or inland waterways where the work does not involve the use of heat). 5. airside at airports. 6. railway open lines (formerly 'red zones'). <p>If You use Sub-contractors</p> <p>If You use sub-contractors who are not Employees You must ensure that they hold employers' and public liability insurance that:</p> <ol style="list-style-type: none"> 1. provides limits of liability of not less than the amounts covered by this insurance. 2. covers You as principal. <p>You must not agree to cover the liabilities of, nor waive Your rights of recourse against, a sub-contractor who is not an Employee.</p> <p>(an Employee is any of the following whilst they are working on Your behalf in connection with the Business:</p> <ol style="list-style-type: none"> a) an employee under a contract of service or apprenticeship with You, b) a labour master or any person supplied by him, c) a labour only sub-contractor, d) a self employed person working for You and under Your control, e) a person hired by You, borrowed by You or embedded in Your Business, f) a person undertaking study or work experience or youth training scheme with You, g) a voluntary worker, h) a working director where You are a limited company. <p>If Your Employees work at height</p> <p>Whilst any of Your Employees work at a height exceeding 5 metres above floor level You must ensure that either:</p> <ol style="list-style-type: none"> 1. they use fall-arrest equipment or a work positioning system in accordance with the Code of Practice for Selection, Use and Maintenance of Personal Fall Protection Systems and Equipment for Use in the Workplace BS 8437 2012 or a recognised industry body code of practice for fall-arrest / work positioning equipment, or 2. they are undertaking roped access work in accordance with the provisions of the Code of Practice For The Use Of Rope Access Methods For Industrial Purposes BS7985 2013 or a recognised industry body international code of practice for industrial rope access. <p>In any case You must:</p> <ol style="list-style-type: none"> 1. maintain a formal record of the equipment supplied to and received by them. 2. ensure the equipment conforms to appropriate BS / EN standards where applicable.

Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
G10	<p>Contractors Conditions (continued)</p> <p>This condition relating to work at height does not apply when the work area, including any access platform or scaffolding, has edge protection consisting of:</p> <ol style="list-style-type: none"> 1. a main guard rail at least 910mm above the edge, 2. a toe board at least 100mm high. 3. an intermediate guard rail or other barrier so that there is no gap more than 470mm. <p>This condition relating to work at height only applies to Section A Employers' Liability.</p> <p>If You or Your Employees use heat</p> <p>If You or Your Employees use heat away from Your premises (including welding or cutting equipment, blow lamps, blow torches, hot air guns and asphalt, bitumen, tar or pitch heaters) the following precautions must be taken:</p> <ol style="list-style-type: none"> 1. adequate and suitable portable fire extinguishers (Complying to BS EN 3) in full working order must be kept at each area of work. 2. the area in the immediate vicinity of the work must be cleared of all movable combustible material. The combustible materials which cannot be moved must be covered and protected by over-lapping sheets or screens of a non-combustible material. 3. a fire safety inspection of the working area to check for smoke, smouldering or flames (including the spaces behind walls and screens or partitions and above false ceilings) must be made at regular intervals during work and between 30 and 60 minutes after completion of each period of work. <p>Immediate steps must be taken to extinguish any smouldering or flames when discovered provided it is safe to do so.</p> <ol style="list-style-type: none"> 4. heat equipment must not be left unattended whilst hot, lit or switched on. 5. the heating of asphalt, bitumen, tar or pitch must be carried out in the open in a vessel designed for that purpose placed on a non-combustible surface. 6. the appropriate hot work permit and/or gas free certificate must be obtained. <p>This condition relating to the use of heat only applies to Section B Public Liability and Section C Products Liability.</p> <p>If You or Your Employees make excavations</p> <p>Before You or an Employee starts any digging, boring or other excavation You must:</p> <ol style="list-style-type: none"> 1. try to identify the location of any underground cables, pipes and or other services that could be damaged by the excavations. This includes contacting the appropriate authorities or owners of the cables, pipes or other services. 2. retain a written record of measures which You take to locate the cables, pipes or other services. 3. convey the location of the cables, pipes or services to anyone who is carrying out the excavation work on Your behalf. <p>We will not cover any penalties or fines which are imposed on You.</p> <p>This condition relating to the making of excavations only applies to Section B Public Liability and Section C Products Liability.</p> <p>If You or Your Employees handle or dispose of waste</p> <p>If You or Your Employees handle or dispose of waste this must be done in accordance with any regulations pertaining to such waste and the disposal of waste by You or on Your behalf must be at sites approved and licensed to accept such waste by the relevant authority.</p> <p>This condition relating to the handling or disposal of waste only applies to Section B Public Liability and Section C Products Liability.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Contractors Conditions continued on the next page.

Endorsements (continued)

<p>Endorsement Number</p>	<p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>
<p>G11</p>	<p>Depth Limit Condition</p> <p>We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance.</p> <p>You or Your Employees must not make any excavation below surface level deeper than the depth indicated in the Schedule.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G12</p>	<p>5 Metre Height Limit Condition</p> <p>We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance.</p> <p>You or Your Employees must not undertake any work requiring You or them to be at a height above floor level exceeding 5 metres.</p> <p>This condition replaces the condition relating to work at height entitled 'If Your Employees Work at Height' contained in Endorsement G10 Contractors Conditions if that Endorsement has also been applied.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G13</p>	<p>10 Metre Height Limit Condition</p> <p>We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance.</p> <p>You or Your Employees must not undertake any work requiring You or them to be at a height above floor level exceeding 10 metres.</p> <p>If We have also applied Endorsement G10 Contractors Conditions You must also keep to the condition relating to work at a height of more than 5 metres above floor level entitled 'If Your Employees Work at Height'.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G14</p>	<p>Deliberate Acts Exception</p> <p>We will not cover claims arising out of any deliberate act by You or anyone covered by this insurance, including any assault, discrimination, coercion, harassment or pressure of any kind whether or not the claim arises from Your failure or alleged failure to:</p> <ol style="list-style-type: none"> 1. research the background or suitability of any Employee, 2. monitor any Employee or, 3. respond to allegations or complaints about any Employee. <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
G15	<p>Breakers Conditions We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance.</p> <p>Handling of Waste The handling and disposal of waste by You or on Your behalf must be done in accordance with any regulations pertaining to such waste and the disposal of waste by You or on Your behalf must be at sites approved and licensed to accept such waste by the relevant authority.</p> <p>Stacking of Vehicles You must not stack vehicles more than 3 high.</p> <p>Retrieval by Members of the Public You must not permit members of the public to retrieve vehicles or vehicle parts from Your premises.</p> <p>Fork Lift Trucks You must ensure that the use of any fork lift truck or other vehicular goods handling equipment (FLT) by You or Your Employees is subject to the following:</p> <ol style="list-style-type: none"> 1. FLT operatives must be at least 18 years of age. 2. FLT operatives must: <ol style="list-style-type: none"> a. complete a training course in the safe use of FLTs through an Accredited Training Provider belonging to one of the five accrediting bodies as recognised by the Health & Safety Executive and b. complete a refresher course within 5 years of the initial training programme. <p>You must retain documentation verifying completion of the training.</p> 3. Whenever an FLT is unattended the ignition keys must be removed or the FLT otherwise immobilised to prevent unauthorised use. 4. the carriage of passengers or unauthorised use or application as a tool outside of the design capabilities of the FLT is prohibited at all times. <p>Second Hand Products We will not cover claims arising out of refurbished or second hand Products. This exception relating to second hand Products relates only to Section C Products Liability of the insurance. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
G16	<p>Disposal of Waste Condition We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance.</p> <p>The handling and disposal of waste by You or on Your behalf must be done in accordance with any regulations pertaining to such waste and the disposal of waste by You or on Your behalf must be at sites approved and licensed to accept such waste by the relevant authority. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements continued on the next page.

Endorsements (continued)

<p>Endorsement Number</p>	<p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>
<p>G17</p>	<p>Electromagnetic Fields Exception We will not cover claims arising out of Your generation of any electromagnetic field. This exception relating to Electromagnetic Fields only applies to Section B Public Liability and Section C Products Liability of the insurance. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G18</p>	<p>Erection of Steel Framed Buildings Exception We will not cover claims arising out of the erection of steel framed buildings by You or on Your behalf. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G19</p>	<p>Fork Lift Truck Condition We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance. You must ensure that the use of any fork lift truck or other vehicular goods handling equipment (FLT) by You or Your Employees is subject to the following:</p> <ol style="list-style-type: none"> 1. FLT operatives must be at least 18 years of age. 2. FLT operatives must: <ol style="list-style-type: none"> a. complete a training course in the safe use of FLTs through an Accredited Training Provider belonging to one of the five accrediting bodies as recognised by the Health & Safety Executive and b. complete a refresher course within 5 years of the initial training programme. You must retain documentation verifying completion of the training. 3. Whenever an FLT is unattended the ignition keys must be removed or the FLT otherwise immobilised to prevent unauthorised use. 4. the carriage of passengers or unauthorised use or application as a tool outside of the design capabilities of the FLT is prohibited at all times. <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G20</p>	<p>Haulage Clause We will not cover claims arising out of:</p> <ol style="list-style-type: none"> 1. the wrongful delivery of, or the contamination of any load. 2. the haulage of bulk petrochemicals or explosive goods. <p>This clause relating to haulage only applies to Section B Public Liability and Section C Products Liability of this insurance. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements (continued)

<p>Endorsement Number</p>	<p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>
<p>G21</p>	<p>Heat Work Away Exception We will not cover claims arising out of work involving You or Your Employees use of heat away from Your premises (including welding or cutting equipment, blow lamps, blow torches, hot air guns and asphalt, bitumen, tar or pitch heaters). This exception replaces the condition relating to the use of heat entitled 'If You or Your Employees Use Heat' contained in Endorsement G10 Contractors Conditions if that Endorsement has also been applied. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G22</p>	<p>'High Risk' Locations Inclusion Clause Subject to the terms, conditions, exceptions and Endorsements of the insurance and notwithstanding Endorsement G10 Contractors Conditions We agree to provide cover whilst You, or someone on Your behalf, work(s) at the locations indicated in the Schedule against Endorsement G22. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G23</p>	<p>Hired Out Plant Condition We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance. The hiring out of all plant by You must be subject to the Construction Plant-hire Association or Scottish Plant Owners Association conditions of hire current at the time of hiring. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G24</p>	<p>Licensed Premises Conditions We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance. You must: <ol style="list-style-type: none"> 1. ensure that Your premises are registered with the Local Authority in accordance with all applicable licensing requirements. 2. ensure that all final exit doors and fire exits are unlocked and free of obstruction during the opening hours of the premises. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G25</p>	<p>Manual Work Away Exception We will not cover claims arising out of manual work undertaken by You or Your Employees away from Your premises other than the delivery and collection of goods. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements continued on the next page.

Endorsements (continued)

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<p>G26</p>	<p>Member-to-Member Exception We will not cover claims arising out of Injury or Damage by any of Your members to any other member or to their property which occurs as a result of the activities of the Business. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G27</p>	<p>Non-Destructive Testers Clause We will not cover claims:</p> <ol style="list-style-type: none"> 1. for Damage to articles You test. 2. arising out of any negligent act, error, omission, or malpractice made or alleged to have been made by You or on Your behalf in the provision of professional services. 'Professional services' includes the preparation or approval of any advice, certificate or similar document, computer programme, design, drawing, formula, instruction, map, opinion, plan, report, specification or survey and any consultancy, engineering inspection, project management or supervisory service whether done for a fee or not. 3. arising out of Your work offshore. <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G28</p>	<p>Products Guarantee Exception We will not cover claims arising out of the failure (or alleged failure) of any Product or Completed Work to work properly, or its unsuitability (or alleged unsuitability) for its intended function whether or not such claim arises under a guarantee or warranty. This exception relating to Products Guarantee only applies to Section C Products Liability of the insurance. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G29</p>	<p>Products Guarantee Exception – Refrigeration We will not cover claims for Damage to goods in the cold chamber of any refrigeration equipment arising out of the failure (or alleged failure) to work properly, or unsuitability (or alleged unsuitability) for its intended function, of any Product or Completed Work whether or not such claim arises under a guarantee or warranty. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements (continued)

<p>Endorsement Number</p>	<p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>
<p>G30</p>	<p>Professional Healthcare Services Exception</p> <p>We will not cover claims arising out of any negligent act, error, omission, or malpractice made or alleged to have been made by You or on Your behalf in the provision of professional healthcare services. 'Professional healthcare services' means services performed by You or on Your behalf including:</p> <ol style="list-style-type: none"> 1. medical, surgical, dental, nursing, or other professional care or services to any person. 2. the provision of food, beverages, medications or appliances in connection with such services. 3. the provision or dispensing of drugs, blood, blood products and medical, surgical, or dental supplies and appliances. 4. the handling of, or performing post-mortem examinations on human bodies. 5. education and training conducted by You or on Your behalf which results in Injury caused or alleged to have been caused by a deficiency or defect in the education or training of any person. 6. research and development conducted by You or on Your behalf which results in Injury caused or alleged to have been caused by a deficiency or defect in the conduct or the reported results of such research or development. 7. service by You or on Your behalf as a member of a formal accreditation, standards review or similar professional board or committee, or whilst charged with the duty of executing the directives of such professional board or committee, or whilst communicating information to such professional board or committee. <p>This exception relating to professional healthcare services only applies to Section B Public Liability and Section C Products Liability of the insurance.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G31</p>	<p>Professional Indemnity Exception</p> <p>We will not cover claims arising out of any negligent act, error, omission, or malpractice made or alleged to have been made by You or on Your behalf in the provision of professional services.</p> <p>'Professional services' means the preparation or approval of any advice, certificate or similar document, computer programme, design, drawing, formula, instruction, map, opinion, plan, report, specification or survey and any consultancy, engineering inspection, project management or supervisory service whether done for a fee or not.</p> <p>This exception relating to Professional Indemnity only applies to Section B Public Liability and Section C Products Liability of the insurance.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements continued on the next page.

Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
G32	<p>Property Owners Conditions</p> <p>We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance.</p> <p>We will not cover claims arising out of any works of alteration, demolition, refurbishment or renovation other than routine repair and maintenance unless You have told Us about the work and We have agreed to provide cover.</p> <p>We will not cover claims for the costs or expense of repairing, altering or remedying any defect or alleged defect in any premises previously owned by You which You have since disposed of.</p> <p>If You let property</p> <p>You must ensure that all the premises covered by this insurance are kept in good repair. If any defects are discovered, by complaints from tenants or otherwise, You must ensure the defects are made good and in the meantime ensure any temporary precautions are taken as the circumstances may require.</p> <p>If You let Houses in Multiple Occupation, as defined by the Housing Act 2004, they must be licensed in accordance with the provisions of the Housing Act 2004 throughout the Period of Insurance.</p> <p>If Your premises are unoccupied</p> <p>You must ensure that:</p> <ol style="list-style-type: none"> 1. all electrical, gas and water supplies are turned off at the mains, other than those supplies connected to automatic sprinkler installations or electrical circuits to lighting and alarm systems which remain in operation for security or fire protection purposes. 2. all water tanks, apparatus, pipes and heating systems, other than those connected to automatic sprinkler systems, are drained down. 3. all reasonable precautions are taken to ensure that the premises are secure against entry by intruders including ensuring that: <ol style="list-style-type: none"> a) all perimeter walls, gates and fences are in a good state of repair, b) all doors and windows are securely fastened and locked, c) all letter boxes are sealed, d) all security and alarm protections are in proper working order and are set and in full operation. 4. all waste and combustible materials are removed from inside and outside the buildings and taken away from the premises within 7 days of the buildings becoming unoccupied. 5. tanks containing fuel or other flammable liquids are drained and purged within 7 days of the buildings becoming unoccupied. 6. the buildings must be inspected both internally and externally at least once every 14 days by a competent person to ensure that precautions a) b) c) and d) in clause 3. above remain fulfilled. 7. if, following an inspection, there are signs of access to the premises by intruders a thorough inspection of the internal areas of the buildings is carried out straight away and steps are taken to secure the premises against further intrusion. <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements (continued)

<p>Endorsement Number</p>	<p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>
<p>G33</p>	<p>Property Alteration Inclusion Clause Subject to the terms, conditions, exceptions, limits of liability and Endorsements of the insurance and notwithstanding Endorsement G32 Property Owners Conditions We have noted the alteration, demolition, refurbishment or renovation works and agree to provide cover. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G34</p>	<p>Rip & Tear Exception We will not cover claims for:</p> <ol style="list-style-type: none"> 1. the costs of digging out, breaking out, removing or replacing of any cement or concrete Product. 2. the rebuilding costs, including any loss or expense consequent upon rebuilding, arising out of the failure (or alleged failure) to work properly, or unsuitability (or alleged unsuitability) for its intended function, of any cement or concrete Product whether or not such claim arises under a guarantee or warranty. <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G35</p>	<p>Skip Hirers Conditions We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance. You must:</p> <ol style="list-style-type: none"> 1. comply with the requirements of the Highways Act 1980, The Builders' Skips (Markings) Regulations 1984, the Roads (Scotland) Act 1984 and the Builders' Skip (Markings) / (Scotland) Regulations 1986 as may be applicable when You or any Employee deposits a skip on the road. 2. provide hirers of a skip with written notification of their obligations under the requirements of the Highways Act 1980 or the Roads (Scotland) Act 1984 as may be applicable when the skip is on a road. 3. not leave a skip at or outside any customer's premises or on any working site without delivery being accepted by or on behalf of the customer. <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements continued on the next page.

Endorsements (continued)

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<p>G36</p>	<p>Sub-contractors Conditions</p> <p>If You use sub-contractors who are not Employees You must ensure that they hold employers' and public liability insurance that:</p> <ol style="list-style-type: none"> 1. provides limits of liability of not less than the amounts covered by this insurance. 2. covers You as principal. <p>You must not agree to cover the liabilities of, nor waive Your rights of recourse against, a sub-contractor who is not an Employee.</p> <p>(an Employee is any of the following whilst they are working on Your behalf in connection with the Business:</p> <ol style="list-style-type: none"> a) an employee under a contract of service or apprenticeship with You, b) a labour master or any person supplied by him, c) a labour only sub-contractor, d) a self employed person working for You and under Your control, e) a person hired by You, borrowed by You or embedded in Your Business, f) a person undertaking study or work experience or Youth training scheme with You, g) a voluntary worker, h) a working director where You are a limited company.) <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G37</p>	<p>Tree Felling Conditions</p> <p>We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance.</p> <p>Before You, or anyone on Your behalf, commences any tree felling or lopping work You must ensure that:</p> <ol style="list-style-type: none"> 1) every reasonable precaution has been taken to prevent Damage to surrounding property or Injury to the public or Your Employees and/or subcontractors, 2) If the tree felling or lopping work is within 30 metres of any building, road or railway You must ensure that no fire is left unattended and all fires are extinguished at least 30 minutes before leaving the area. Adequate and suitable portable fire extinguishers (Complying to BS EN 3) in full working order must be kept at each fire site, 3) If any public road is likely to be affected You must advise the police or local highway authority as may be appropriate and ensure that their recommendations are complied with. Warning signs must be displayed and, if necessary, the road closed. All debris and timber must be cleared from the road before it is opened to traffic. <p>We will not cover claims arising out of the breach of any restrictive covenant or preservation or conservation order which would not have arisen in the absence thereof.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements (continued)

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<p>G38</p>	<p>Transmissible Spongiform Encephalopathy (TSE) Exception We will not cover claims arising out of any form of Transmissible Spongiform Encephalopathy (TSE), including Bovine Spongiform Encephalopathy (BSE), Chronic Wasting Disease (CWD), Creutzfeldt-Jakob Disease (CJD), New Variant Creutzfeldt-Jakob Disease (nv-CJD), Scrapie or Transmissible Mink Encephalopathy. This exception relating to TSE only applies to Section B Public Liability and Section C Products Liability of the insurance. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G39</p>	<p>Water Systems Damage Exception We will not cover claims arising out of: 1. Damage to any water or hydraulic system on which You or anyone acting on Your behalf has been working where the Damage results from the work. 2. Any subsequent loss arising out of Damage to any water or hydraulic system on which You or anyone acting on Your behalf has been working where the Damage results from the work. 'Work' includes the cleaning of, or introduction of chemicals to, the water or hydraulic system. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G40</p>	<p>Taxi Drivers Extension Under Section B Public Liability We will cover compensation payments for Damage to customers' clothing and personal effects where such Damage results from a road traffic accident. The most We will pay under this extension is £500 for any one claim or series of claims arising out of such an accident. This extension is subject to an Excess of £25. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G41</p>	<p>Second-hand Goods Exception Under Section C Products Liability We will not cover claims arising out of refurbished and/or second-hand Products. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G42</p>	<p>Trade or Business Liabilities Exception We will not cover any claims arising out of the conduct of Your trade, business or profession whether or not such trade, business or profession is Your full-time occupation. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements continued on the next page.

Endorsements (continued)

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G43	<p>Fires Condition</p> <p>We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance.</p> <p>If You or Your Employees burn waste or other materials within 30 metres of any building, road or railway You must ensure that:</p> <ol style="list-style-type: none"> 1. fires are not left unattended, 2. fires are extinguished at least 30 minutes before the area is vacated and that an inspection to ensure that the fire is fully extinguished is made immediately before leaving, 3. precautions are taken to prevent the escape of smoke or dust which might cause Injury or Damage, 4. waste or other materials to be burnt are checked to ensure that no explosive substances or pressurised containers are present, 5. adequate and suitable portable fire extinguishers (complying to BS EN 3) in full working order are kept at each fire site. <p>This condition relating to the burning of waste or other materials only applies to Section B Public Liability and Section C Products Liability.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
G44	<p>Beauticians Endorsement</p> <p>We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance.</p> <p>You must ensure that:</p> <ol style="list-style-type: none"> 1. as far as reasonably practicable any person to whom treatment is to be given is in a fit state of health to receive such treatment, 2. any chemicals, preparations, cosmetics or treatments used by You or on Your behalf in connection with the Business must be proprietary and be used and/or applied in accordance with the manufacturers instructions. <p>We will not cover claims arising out of:</p> <ol style="list-style-type: none"> 1. the use of any tanning equipment, 2. massage or physical manipulation, 3. injection-administered, surgical or invasive procedures or treatments, 4. body or facial piercing other than ear or nose piercing by the use of a stud gun. <p>This Endorsement relating to beauticians only applies to Section B Public Liability and Section C Products Liability.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements (continued)

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<p>G45</p>	<p>Campsite Condition We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance. You must ensure that any area to be used a campsite is excluded to livestock by appropriate walls, gates or fences. This condition relating to campsites only applies to Section B Public Liability. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G46</p>	<p>Damage to Crops Exception (Limited) Under Sections B Public Liability and C Products Liability We will not cover claims arising out of Damage to crops that have been sprayed deliberately by You or on Your behalf. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G47</p>	<p>Damage to Crops Exception Under Sections B Public Liability and C Products Liability We will not cover claims arising out of Damage to any crops resulting from crop spraying by You or on Your behalf. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G48</p>	<p>Derelict or Dilapidated Buildings Exception Under Sections B Public Liability and C Products Liability We will not cover claims arising out of Your ownership or maintenance of any building, plant or machinery which is in a poor state of repair, derelict or dilapidated, whether or not it is unoccupied or unattended. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G49</p>	<p>Firearms Endorsement We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance. We will not provide cover for claims arising out of the possession or use by You or on Your behalf of any firearm (including shotguns) unless:</p> <ol style="list-style-type: none"> 1. the possessor or user of the firearm has a valid shotgun or firearms certificate in accordance with the Firearms Act 1968, 2. when not in use all firearms are kept in either a locked cabinet or gun safe, 3. whilst any firearm is being transported by You or on Your behalf in a vehicle belonging to You and used in connection with the Business, the vehicle must be fitted with a vehicle immobiliser and alarm. Firearms must be stored in the boot or other secured unglazed load carrying area of the vehicle and all ammunition stored separately in a locked container secured to the vehicle. <p>We will not cover claims arising out of any deliberate act by You or anyone covered by this insurance. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements continued on the next page.

Endorsements (continued)

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G50	<p>Genetically Modified (GM) Crops Exception</p> <p>Under Sections B Public liability and C Products Liability We will not cover claims arising out of Your production of genetically modified crops or arising out of genetically modified Products.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
G51	<p>Landowners Endorsement</p> <p>We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the period of insurance.</p> <p>We will not cover claims arising out of any works of alteration, construction, demolition, refurbishment or renovation other than routine repair and maintenance unless You have told Us about the work and We have agreed to provide cover.</p> <p>We will not cover claims for the costs or expense or repairing, altering or remedying any defect or alleged defect in any premises previously owned by You which You have since disposed of.</p> <p>You must ensure that:</p> <ol style="list-style-type: none"> 1. the property and/or land covered by this insurance including any perimeter walls, gates and fences are kept in good repair, 2. if any defects are discovered, by complaints from tenants or otherwise, the defects are made good and in the meantime ensure any temporary precautions are taken as the circumstances may require. <p>This Endorsement relating to landowners only applies to Section B Public Liability and Section C Products Liability.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
G52	<p>Construction Inclusion Clause</p> <p>Subject to the terms, conditions, exceptions, limits of liability and Endorsements of the insurance and notwithstanding Endorsement G51 Landowners Endorsement We have noted the alteration, construction, demolition, refurbishment or renovation works and agree to provide cover.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
G53	<p>Property In Trust Extension</p> <p>Section B Public Liability is extended to include Your liability for Damage to the property of others held in trust by You or in Your care, custody or control in connection with the Business.</p> <p>For this extension Our limit of liability for all claims against You during the Period of Insurance (including claimants' costs, fees and expenses) is £20,000. This extension is subject to the Excess stated in the Schedule for Section B Public Liability.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements (continued)

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G54	<p>Straying Exception</p> <p>Under Sections B Public liability and C Products Liability We will not cover claims arising out of the escape or straying of livestock.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements apply.</p>
G55	<p>Proprietary Chemicals Condition</p> <p>We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance.</p> <p>You must ensure that any chemicals used by You or on Your behalf in connection with the Business are proprietary and are used and/or applied in accordance with the manufacturers instructions and any relevant Material Safety Data Sheet.</p> <p>This condition relating to chemicals only applies to Section B Public Liability and Section C Products Liability.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
G56	<p>Survey and Risk Improvement Condition</p> <p>We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance.</p> <p>In the event that a survey undertaken by Us or on Our behalf finds that Your Business or any part of it is not satisfactory to Us for the purpose of this insurance, or We discover information material to our continued acceptance of the risk, We reserve the right to alter the terms and conditions of the insurance or cancel the insurance in accordance with General Condition G.</p> <p>You must comply with any risk improvement required by Us within the completion timescale We specify. In the event that a risk improvement is not completed within the timescale specified We reserve the right to either continue the insurance subject to alteration of the terms and conditions or to cancel the insurance in accordance with General Condition G.</p> <p>If the terms or conditions of the insurance are amended by Us You will have fourteen (14) days to accept or reject the revised terms and conditions. If You elect to reject the revised basis of cover and cancel the insurance You will be entitled to a refund in accordance with General Condition G.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
G57	<p>Dogs Exception</p> <p>We will not cover claims arising out of the use or keeping of dogs by You or on Your behalf. This exception relating to dogs only applies to Section B Public Liability and Section C Products Liability.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
G58	<p>Damage to Property Worked Upon Exception</p> <p>Under Section B Public Liability and Section C Products Liability We will not cover claims arising out of Damage to property worked upon by You or on Your behalf in connection with the Business where the Damage has resulted directly from the work.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements continued on the next page.

Endorsements (continued)

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<p>G59</p>	<p>Motor Trade Endorsement</p> <p>We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance.</p> <p>Under Section B Public Liability We will not cover claims arising out of Damage to property sustained while it is being worked upon and which directly results from the work.</p> <p>Exception h) of Section B Public Liability and exception l) of Section C Products Liability do not apply to inspections You make or certificates You issue in accordance with the Motor Vehicle (Tests) Regulations or the Motor Vehicle Testing Regulations (Northern Ireland).</p> <p>If You or Your Employees use heat away from Your premises (including welding or cutting equipment, blow lamps, blow torches, hot air guns and angle grinders) the following precautions must be taken:</p> <ol style="list-style-type: none"> 1. adequate and suitable portable fire extinguishers (complying to BS EN 3) in full working order must be kept at each area of work, 2. the area in the immediate vicinity of the work must be cleared of all moveable combustible material. The combustible materials which cannot be moved must be covered and protected by over-lapping sheets or screens of a non-combustible material, 3. a fire safety inspection of the working area to check for smoke, smouldering or flames (including the spaces behind walls and screens or partitions and above false ceilings) must be made at regular intervals during work and between 30 and 60 minutes after completion of each period of work. Immediate steps must be taken to extinguish any smouldering or flames when discovered if it is safe to do so, 4. heat equipment must not be left unattended whilst hot, lit or switched on, 5. if work involving heat is carried out on any vehicle within 1 metre of any fuel tank, pipe or line the fuel must be drained from the vehicle using a proprietary fuel retriever into a suitable metal container which must then be sealed and removed to a safe distance from the work, 6. the appropriate hot work permit and / or gas free certificate must be obtained. <p>If You use sub-contractors who are not Employees You must ensure that they hold Employers' and Public Liability insurance that:</p> <ol style="list-style-type: none"> 1. provides limits of liability of not less than the amounts covered by this insurance, 2. covers You as principal. <p>You must not agree to cover the liabilities of, nor waive Your rights of recourse against, a sub-contractor who is not an Employee.</p> <p>These conditions relating to the use of heat and to sub-contractors only apply to Section B Public Liability and Section C Products Liability.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G60</p>	<p>Wood-Working Machinery Exception</p> <p>We will not cover claims arising out of Your Employees use of powered wood-working machinery, other than hand-held or portable tools.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements to the insurance apply.</p>

Endorsements (continued)

<p>Endorsement Number</p>	<p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>
<p>G61</p>	<p>Chainsaw Condition</p> <p>We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance.</p> <p>You must ensure that the use of any chainsaw by You or Your Employees is subject to the following:</p> <p>Chainsaw operatives must:</p> <ol style="list-style-type: none"> 1. be at least 18 years of age, and 2. have completed a training course in the safe use of chainsaws, and 3. hold a National Proficiency Test Council Certificate of Competence or a Lantra Awards Integrated Training and Assessment (ITA) certificate of basic training. <p>You must retain documentation verifying completion of the training.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G62</p>	<p>Professional Services Extension</p> <p>Exception H) of Section B Public Liability and exceptions G) and L) of Section C Products Liability are hereby deleted.</p> <p>Subject to the terms of the policy we will cover claims arising out of Your professional services whether done separately for a fee or otherwise.</p> <p>In all other respects the terms, conditions, exceptions and limits of liability and Endorsements apply.</p>
<p>G63</p>	<p>Professional Indemnity Extension Clause – ‘Claims Made’ Cover</p> <p>Endorsement G04 Financial Loss Extension is extended to include compensation payments that have to be made for Financial Loss first made in writing against You and notified to Us during the Period of Insurance, arising out of, or in connection with, Your Completed Work.</p> <p>For the purpose of this Endorsement Completed Work shall mean professional services provided by You or on Your behalf in connection with the Business since the inception of this Endorsement or since the first inception of this Endorsement if it has since been renewed without a breakage in cover.</p> <p>In respect of payments that have to be made under this Professional Indemnity Extension:</p> <ol style="list-style-type: none"> 1. We will not pay more than the Financial Loss limit stated in the Schedule for compensatory damages (including claimants cost, fees and expenses and Defence Costs) for all claims made against You during the Period of Insurance. 2. We shall not be liable for Financial Loss Excess stated in the Schedule. <p>In all other respects the terms, conditions, exceptions and limits of liability stated in Endorsement G04 Financial Loss Extension and elsewhere in the insurance apply.</p>
<p>G64</p>	<p>Motorsport Endorsement</p> <p>If there is other insurance arranged by/via a motorsports governing body to cover liabilities arising out of Your activities in force (or would have been in force if Our insurance did not exist and You had complied with all the terms of the other insurance) which covers the same loss, damage, injury or liability as Our insurance, We will only pay any amount over that provided by the other insurance.</p> <p>This condition does not make Us responsible for any amount We would not otherwise have paid under this insurance.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements continued on the next page.

Endorsements (continued)

<p>Endorsement Number</p>	<p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>
<p>G65</p>	<p>Motorsport Exception (Public and Products Liability) We will not cover claims arising out of:</p> <ol style="list-style-type: none"> 1. the ownership, possession or use by You or on Your behalf, or by or on behalf of any other person whom We cover, of any motor vehicle or trailer whilst it is being used in motorsport, 2. any Product where the claim arises out of its use in motorsport. <p>For the purpose of this insurance 'motorsport' means any form of competition, rally, trial, track day, performance test, timed lap, race or speed trial whether or not the vehicle is on private property, a public road, a private racetrack or a derestricted toll road. (Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended, including the Nurburgring).</p> <p>This exception relating to motorsport only applies to Section B Public Liability and Section C Products Liability.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G66</p>	<p>Motorsport Exception (Public Liability) We will not cover claims arising out of the ownership, possession or use by You or on Your behalf, or by or on behalf of any other person whom We cover, of any motor vehicle or trailer whilst it is being used in any form of competition, rally, trial, track day, performance test, timed lap, race or speed trial whether or not the vehicle is on private property, a public road, a private racetrack or a derestricted toll road. (Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended, including the Nurburgring).</p> <p>This exception relating to motorsports only applies to Section B Public Liability.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G67</p>	<p>Motorsport Exception (Products) We will not cover claims arising out of any Product or Completed Work where the claim arises out of its use in motorsport.</p> <p>For the purpose of this insurance 'motorsport' means any form of competition, rally, trial, track day, performance test, timed lap, race or speed trial whether or not the vehicle is on private property, a public road, a private racetrack or a derestricted toll road. (Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended, including the Nurburgring).</p> <p>This exception relating to motorsport products only applies to Section C Products Liability.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements (continued)

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<p>G68</p>	<p>Motorsport Unrecognised Venues Exception We will not cover claims arising out of the ownership, possession or use by You or on Your behalf, or by or on behalf of any other person whom We cover, of any motor vehicle or trailer whilst it is being used in any place that is not a recognised motorsports venue unless the vehicle or trailer is static or in the course of being loaded, unloaded or manoeuvred under its own power at 10 miles per hour or less for transportation. This exception relating to Motorsport Unrecognised Venues only applies to Section B Public Liability. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G69</p>	<p>Motorsport Driver Exception We will not cover any claim arising out of Injury to any driver or rider of any vehicle or motorcycle. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G70</p>	<p>Motor Contingent Liability Extension Despite exclusion C of that Section, Section B Public Liability is extended to include Your liability arising from the use of any motor vehicle not belonging to or provided by You and being used in the course of the Business anywhere in the UK. We will not cover 1. claims for Damage to the vehicle, 2. claims that arise from You driving the vehicle, 3. claims that arise from someone driving with Your consent who, to Your knowledge, does not hold a licence to drive such a vehicle, unless they have held and are not disqualified from holding or obtaining such a licence. If there is other insurance in force (or which would be in force if Our insurance did not exist) which covers the same loss, damage or liability as Our insurance, We will only pay any amount over that provided by the other insurance. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G71</p>	<p>Goods Handled Exception Under Sections B Public liability and C Products Liability We will not cover Damage to property sustained whilst: 1. held in trust by you or in Your care, custody or control, 2. in the course of transit or manoeuvring by You or on Your behalf. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements continued on the next page.

Endorsements (continued)

<p>Endorsement Number</p>	<p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>
<p>G72</p>	<p>Member-to-Member Extension We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance. If You request it, subject to the terms, conditions, limits of liability, exceptions and Endorsements of this insurance, We will also indemnify any person who is Your member. The indemnity granted by this Endorsement will apply regardless of whether the claim against such member is made by another person who is also Your member. The total amount which We will pay in respect of compensation shall not exceed the limit of liability stated in the Schedule. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G73</p>	<p>Environment Agency Clean Up Costs Extension Where Section B Public Liability or Section C Products Liability of this insurance provides cover for compensation payments that have to be made in respect of an Occurrence of Pollution We will extend the meaning of 'compensation payments' to include a debt You have to the Environment Agency for their clean up works relating to the Occurrence. The total additional amount We will pay because of this extension is £500,000 (including claimants' costs, fees and expenses) for all claims against You arising from Occurrences during the Period of Insurance. The Excess in respect of this extension is £2,500. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G74</p>	<p>Loss of Keys Extension Section B Public Liability is extended to include Your liability arising from the cost of changing external door locks at Your clients' premises following the loss of their keys by theft either: 1. from Your premises or home or the home of an authorised Employee, 2. by a hold-up whilst the keys are in Your personal custody or that of an authorised Employee, 3. from a motor vehicle belonging to You or an authorised Employee, provided such vehicle is locked and the clients' keys are contained out of sight. Our liability shall not exceed £5,000 anyone claim. This extension is subject to an Excess of £100. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G75</p>	<p>Participant Exception We will not cover any claim arising out of Injury to any person incurred whilst in the course of and as a direct result of their participation in sport or training. In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements (continued)

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<p>G76</p>	<p>Marine Engineers Clause</p> <p>Where Section B Public Liability or Section C Products Liability of this insurance provides cover for compensation payments that have to be made in respect of an Occurrence arising out of the use or application of heat by You or on Your behalf We will not pay more than the £250,000 for compensatory damages (including claimants' costs, fees and expenses) and/or Defence Costs arising from any one claim or series of claims against You arising out of one Occurrence.</p> <p>Under Section C Products Liability We will not cover claims arising out of Products affecting the steering, guidance, propulsion, or communication of commercial shipping craft and/or any craft of over 80 feet in length.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G77</p>	<p>Checking of Insurance Condition</p> <p>If You:</p> <ol style="list-style-type: none"> 1. use sub-contractors who are not Employees, 2. allow others to use or hire your property, or 3. appoint others to provide goods or services on Your behalf: <p>You must ensure that they hold employers' (where applicable) and public liability insurance that:</p> <ol style="list-style-type: none"> 1. provides an employers' liability limit (where applicable) of at least £10,000,000 and a public liability limit of at least £1,000,000 and 2. (where applicable) covers You as principal (includes an 'indemnity to principal' provision). <p>You must not agree to cover the liabilities of, nor waive Your rights of recourse against, a subcontractor who is not an Employee, a user or hirer of Your property or another party You appoint to provide goods or services on Your behalf.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G78</p>	<p>Legionella Exception</p> <p>We will not cover claims arising out of or relation to legionellosis including but not limited to any action required to repair, replace, remove, cleanup, dispose of or relocate any property or party or any other measure(s) taken to address medical or legal concerns.</p> <p>This exception only applies to Section B Public Liability and Section C Products Liability.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G79</p>	<p>Legionella Clause</p> <p>Where Section B Public Liability or Section C Products Liability of this insurance provides cover for compensation payments that have to be made arising out of an outbreak of legionellosis We will not pay more than the limit of liability stated in the Schedule for compensatory damages (including claimants' costs, fees and expenses) and/or Defence Costs arising from any one claim or series of claims against You arising out of one Occurrence.</p> <p>Gradual Contamination as defined in the policy will not include an outbreak of legionellosis for the purpose of this insurance.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

Endorsements continued on the next page.

Endorsements (continued)

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<p>G80</p>	<p>Collection of Sharps Condition</p> <p>We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including any in this Endorsement throughout the Period of Insurance</p> <p>In respect of Your Business involving the removal of syringes and associated materials from public and other places You must ensure that:</p> <ol style="list-style-type: none"> 1. the use or wearing of personal protective equipment by any Employee (as required by the Personal Protective Equipment at Work Regulations 1992) is enforced and that a formal record is maintained of personal protective equipment supplied to and received by Employees. 2. Risk Assessments and Method Statements pertinent to such work have been undertaken prior to commencement of the work. 3. the handling and disposal of waste by You or on Your behalf is done in accordance with any regulations pertaining to such waste and the disposal of waste by You or on Your behalf is at sites approved and licensed to accept such waste by the relevant authority. <p>In all other respects the terms, conditions, exceptions and limits of liability and Endorsements of the insurance apply.</p>
<p>G81</p>	<p>Animals in Trust Exception</p> <p>We will not cover claims arising out of Injury or Damage to property including animals sustained whilst:</p> <ol style="list-style-type: none"> 1. held in trust by you or in Your care, custody or control, or 2. in the course of transit or training by You or on Your behalf. <p>This exception relating to property including animals only applies to Section B Public Liability and Section C Products liability of the insurance.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>
<p>G82</p>	<p>Heat Work Away (Roofing) Exception</p> <p>Under Section B Public Liability and C Products Liability We will not cover claims arising out of roofing or roof repair work involving You or Your Employees use of heat away from Your premises (including welding or cutting equipment, blow lamps, blow torches, hot air guns and asphalt, tar or pitch heaters). This exception does not apply to the cutting of roofing tiles or slates.</p> <p>In respect of such work this exception replaces the condition relating to the use of heat entitled 'If You or Your Employees Use Heat' contained in Endorsement G10 Contractors Conditions if that Endorsement has also been applied.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the insurance apply.</p>

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G85	<p>Animals In Trust Extension</p> <p>Cover is extended to include Your liability for Damage to the property of others (including injury to animals) held in trust by You or in Your care, custody or control in connection with the Business. For this extension Our limit of liability for all claims against You during the Period of Insurance (including claimants' costs, fees and expenses) is £20,000.</p> <p>This extension is subject to an Excess of £50.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and Endorsements of the policy apply.</p>
G86	<p>Small Unmanned Aircraft (Drones) endorsement</p> <p>We will not cover claims arising out of the ownership, possession or use by You or on Your behalf of any aircraft other than small unmanned aircraft not exceeding 20kg in weight. It is a condition precedent to our liability that any such aircraft are at all times operated in accordance with applicable Civil Aviation Authority permissions and regulations.</p>
G99	<p>Subsidiary endorsement</p> <p>If this endorsement number is shown on the Schedule it will refer to an individual endorsement supplied with Your Schedule or which has already been issued to You.</p>

Endorsements continued on the next page.



All correspondence should be addressed to:

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