

LLOYD'S

GENERAL LIABILITY INSURANCE

SCHEDULE TO THE POLICY

Policy Wording Reference: 386 A Form - 3 (1/06)

Policy Number:

Name and Address of the Assured:

Business:

Period of Insurance:

From to (both dates inclusive)

Limits of Indemnity

Section A	£10,000,000	any one occurrence but £5,000,000 any one occurrence in respect of Injury occurring Offshore
Section B	£	any one occurrence
Section C	£	any one occurrence and in the aggregate in the Period of Insurance
Section D	£	any one occurrence and in the aggregate in the Period of Insurance

Excess: £ (not applicable to Injury)

Premium

Deposit Minimum

Section A:

Section B:

Section C:

Section D:

Subject to adjustment by General Condition 7

Memoranda

Operative

A 1 – WORK AWAY EXCLUSION	YES/NO
A 2 – RIGHTS OF RECOURSE CONDITION	YES/NO
A 3 – HEAT CUTTING OR GRINDING AWAY EXCLUSION	YES/NO
A 4 – BURNING WELDING AND CUTTING CONDITIONS INCLUDING OWN PREMISES	YES/NO
A 5 – TOTAL PROFESSIONAL INDEMNITY EXCLUSION	YES/NO
A 6 – BONA FIDE SUBCONTRACTORS CONDITIONS LIMIT AMENDMENT	YES/NO

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POLICY DEFINITIONS

1 **Injury** shall mean

- a) death bodily injury illness or disease false arrest imprisonment or false eviction of or to any person
- b) mental injury mental anguish or nervous shock but not defamation

2 **Employee** shall mean any

- a) person under a contract of service or apprenticeship with the Assured
- b) labour master or labour only sub-contractor or person supplied or employed by them
- c) self employed person
- d) person hired to or borrowed by the Assured
- e) person under a work experience or training scheme
- f) voluntary workers
- g) person supplied to the Assured under a contract or agreement the terms of which deem such person to be in the employment of the Assured

whilst working under the direction and control of the Assured in connection with the Business

3 **Damage** shall mean

loss of possession of or damage to tangible property

4 **Offshore** shall mean

from the time an Employee embarks onto a conveyance at the point of final departure onto an offshore rig platform or support vessel until the Employee disembarks onto land upon their return from an offshore rig platform or support vessel

5 **Pollution** shall mean

pollution or contamination of the atmosphere or of any water land or other tangible property

6 **Product** shall mean

any property (including packaging containers and labels) after it has left the custody or control of the Assured which has been designed specified formulated manufactured constructed installed sold supplied distributed treated serviced altered or repaired by or on behalf of the Assured

7 **Assured** shall mean

the person(s) or company(ies) stated in the Schedule or their personal representatives

8 **Business** shall mean

the Assured's business as described in the Schedule and includes

- a) the ownership repair and maintenance and decoration of the Assureds premises
- b) the provision and management of canteen social sports and welfare organisations for the benefit of any Employee fire first aid medical ambulance and security services
- c) participation in exhibitions

- 9 **Damages** shall mean
monetary compensation capable of being awarded in civil proceedings but excluding punitive aggravated and exemplary damages
- 10 **Excess** shall mean
The total amount as stated in the Schedule inclusive of Damages Defence Costs and claimants costs fees and expenses payable by the Assured or any other person entitled to receive indemnity before the Underwriters are liable to make any payment

It being agreed that if any payment made by Underwriters shall include any sum which falls within the Excess then such amount shall be repaid to the Underwriters forthwith
- 11 **Employment Practices Dispute** includes any dispute between an employer/prospective employer and employee/prospective employee referred or capable of being referred to an Employment Tribunal including such appeal courts or tribunals as are available from an Employment Tribunal as provided by the Employment Rights Act 1986 and similar or subsequent legislation
- 12 **ACAS** shall mean
the Advisory Conciliation and Arbitration Service and similar or subsequent body

OPERATIVE AND INDEMNITY CLAUSE

The indemnity described applies only to such liability as defined by each insured Section of this Policy arising out of the Business specified in the Schedule subject always to the terms Conditions and Exclusions of such Section and of the Policy as a whole

In consideration of the Assured having paid or agreed to pay the premium the Underwriters will indemnify the Assured in accordance with the Limits of Indemnity and Excess and the wording applicable to each Section against

- 1 their liability to pay Damages (including claimants' costs fees and expenses) in accordance with the law of any country but not in respect of any judgment award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment award payment or settlement either in whole or in part) unless the Assured has requested that there shall be no such limitation and has accepted the terms offered by Underwriters in granting such cover which offer and acceptance must be signified by specific endorsement to this Policy
- 2 all costs fees and expenses incurred by the Assured with Underwriters prior written consent in the defence or settlement of any third party claim against the Assured (hereinafter called "Defence Costs") other than in respect of actions within countries which operate under the laws of the United States of America or Canada

Defence Costs include legal expenses

- a) arising out of representation at any Coroners Inquest or Fatal Accident Inquiry
- b) arising out of any criminal prosecution proceedings relating to an offence alleged to have been committed during the Period of Insurance and in the course of the Assured's Business in respect of matters which may form the subject of indemnity by this Policy (including, with the Underwriters prior consent employees partners or directors of the Assured) provided that
 - i) Underwriters shall not be liable for any fines or penalties imposed as a consequence of such prosecution
 - ii) Underwriters shall not be responsible for Defence Costs where at the Underwriters discretion they may require the opinion of counsel (whose appointment is at the Underwriters sole discretion) as to whether or not such costs should extend or continue to extend to the support of such defence and where such counsels opinion is that there is no reasonable defence to the prosecution or the Assured is incurring unreasonable costs in the furtherance of that defence
 - iii) Underwriters liabilities for Defence Costs in cases of breach or alleged breach of The Health and Safety at Work Act 1974 and such Regulations as are passed under or exist as a consequence of that Act are (unless with the Underwriters prior consent otherwise) limited to prosecutions under Section 33(1)(a) to (c) of the Act or similar duty imposed under legislation in Northern Ireland, the Isle of Man or the Channel Islands
 - iv) Underwriters liabilities for Defence Costs in cases of breach or alleged breach of Part II of the Consumer Protection Act 1987 will be limited to proceedings not consequent upon a deliberate act or omission

SECTION A - EMPLOYERS LIABILITY

Indemnity

The Assured is indemnified by this Section in accordance with the Operative Clause but only for Injury to an Employee where such Injury arises out of the Business and is caused during the Period of Insurance as stated in the Schedule

Limits of Indemnity

Underwriters liability to pay Damages (including claimants' costs fees and expenses) and Defence Costs shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause

Rights of Recovery

This Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Ireland the Isle of Man the Island of Jersey the Island of Guernsey the Island of Alderney and offshore installations in territorial waters around Great Britain and its continental shelf but the Assured shall repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law ordinance or statute

Additional Persons Insured

At the request of the Assured indemnity will be extended to

- 1 any director of the Assured or Employee in respect of liability arising in connection with the Business
- 2 any officer committee or member of the Assureds canteen sports social welfare organisation fire security first aid medical or ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacity
- 3 any director or senior official of the Assured in respect of private work undertaken by any Employee for such director or senior official

each of whom shall as though the Assured be subject to the terms of this Policy so far as they can apply and provided that the Assured would have been entitled to indemnity under this Section if the claim had been made against the Assured

Exclusion

- 1 This Section does not apply to
 - a) liability for any claim arising in connection with handling removing stripping out demolition storage transportation or disposal of asbestos and/or any asbestos containing materials
 - b) any obligation to defend any claim or suit against the Assured alleging liability as detailed in Exclusion 1 a) above nor to Underwriters' liabilities for Defence Costs arising therefrom

SECTION B - PUBLIC LIABILITY

Indemnity

The Assured is indemnified by this Section in accordance with the Operative Clause for

- 1 Injury
- 2 Damage
- 3 nuisance trespass obstruction or interference with any right of light or air or water or easement

occurring during the Period of Insurance as stated in the Schedule but not against liability

- a) arising out of or in connection with any Product
- b) arising out of Pollution

Limits of Indemnity

Underwriters liability to pay Damages (including claimants' costs fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause

Defence Costs will be payable in addition to the Limits of Indemnity

Additional Persons Insured

At the request of the Assured indemnity will be extended to include liability of

- 1 any director of the Assured or Employee in respect of liability arising in connection with the Business
- 2 any officer committee or member of the Assureds canteen sports social welfare organisation fire security first aid medical or ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacity
- 3 any director or senior official of the Assured in respect of private work undertaken by any Employee for such director or senior official

each of whom shall as though the Assured be subject to the terms of this Policy so far as they can apply and provided that the Assured would have been entitled to indemnity under this Section if the claim had been made against the Assured

Exclusions

This Section does not apply to liability

- 1 arising out of the ownership possession or use by or on behalf of the Assured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than liability
 - a) 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
 - b) arising beyond the limits of any carriageway or thoroughfare by the loading or unloading of any motor vehicle or trailer
 - c) for Damage to any bridge weighbridge road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried thereon
 - d) arising out of any motor vehicle or trailer temporarily in the Assured's custody or control for the purpose of parking

and where such liability does not require compulsory insurance by legislation governing the use of any motor vehicle or trailer

- 2 arising out of the ownership possession or use by or on behalf of the Assured of any aircraft watercraft or hovercraft other than watercraft not exceeding fifty feet in length (and then only whilst on inland waterways) or watercraft used for Business entertainment where the Assured is not responsible for insurance
- 3 for Damage to property owned leased or hired by or under hire purchase or on loan to the Assured or otherwise in the Assured's care custody or control other than
 - a) premises (or the contents thereof) temporarily occupied by the Assured for work therein (but no indemnity is granted for Damage to that part of the property on which the Assured is working and which arises out of such work)
 - b) employees' and visitors' clothing and personal effects including vehicles and their contents
 - c) premises tenanted by the Assured to the extent that the Assured would be held liable in the absence of any specific agreement

SECTION C- **PRODUCTS LIABILITY**

Indemnity

The Assured is indemnified by this Section in accordance with the Operative Clause for Injury and/or Damage occurring during the Period of Insurance as stated in the Schedule but only against liability arising out of or in connection with any Product and not against liability falling for cover under Section B or for Pollution

Limits of Indemnity

Underwriters liability to pay Damages (including claimants' costs fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause but the Limits of Indemnity shall apply in the aggregate to all occurrences in the Period of Insurance

Defence Costs will be payable in addition to the Limits of Indemnity

Additional Persons Insured

At the request of the Assured indemnity will be extended to include liability of

- 1 any director of the Assured or Employee in respect of liability arising in connection with the Business
- 2 any officer committee or member of the Assureds canteen sports social welfare organisation fire security first aid medical or ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacity
- 3 any director or senior official of the Assured in respect of private work undertaken by any Employee for such director or senior official

each of whom shall as though the Assured be subject to the terms of this Policy so far as they can apply and provided that the Assured would have been entitled to indemnity under this Section if the claim had been made against the Assured

Exclusions

This Section does not apply to liability

- 1 for Damage to any Product or part thereof
- 2 for costs incurred in the repair reconditioning or replacement of any Product or part thereof and/or pure financial loss consequent upon the necessity for such repair reconditioning or replacement
- 3 arising out of the recall of any Product or part thereof
- 4 arising out of any Product which with the Assured's knowledge is intended for incorporation into the structure machinery or controls of any aircraft except where specifically stated to be included in the Business

SECTION D - POLLUTION LIABILITY

Indemnity

The Assured is indemnified by this Section in accordance with the Operative Clause for

- 1 Injury
- 2 Damage
- 3 nuisance trespass obstruction or interference with any right of light or air or water or easement

occurring in its entirety during the Period of Insurance as stated in the Schedule and arising out of Pollution but only to the extent that the Assured can demonstrate that such Pollution

- a) was the direct result of a sudden specific and identifiable event occurring during the Period of Insurance
- b) was not the direct result of the Assured failing to take reasonable precautions to prevent such Pollution

Limits of Indemnity

Underwriters liability to pay Damages (including claimants' costs fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause but the Limits of Indemnity shall apply in the aggregate to all occurrences in the Period of Insurance

Defence Costs will be payable in addition to the Limits of Indemnity

Additional Persons Insured

At the request of the Assured indemnity will be extended to include liability of

- 1 any director of the Assured or Employee in respect of liability arising in connection with the Business
- 2 any officer committee or member of the Assureds canteen sports social welfare organisation fire security first aid medical or ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacity
- 3 any director or senior official of the Assured in respect of private work undertaken by any Employee for such director or senior official

each of whom shall as though the Assured be subject to the terms of this Policy so far as they can apply and provided that the Assured would have been entitled to indemnity under this Section if the claim had been made against the Assured

Exclusions

This Section is subject to the Exclusions to Sections B and C and also does not apply to liability

- 1 for Damage to premises presently or at any time previously owned or tenanted by the Assured
- 2 for Damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the Assured or otherwise in the Assured's care custody or control

EXCLUSION APPLICABLE ONLY TO SECTIONS A AND B OF THE POLICY

The Policy does not apply to liability which arises out of an Employment Practices Dispute or a settlement or adjudication of or under the auspices of an Employment Tribunal or ACAS and is or is capable of being insured under an Employment Practices Liability Insurance Policy

EXCLUSIONS APPLICABLE ONLY TO SECTIONS B C AND D OF THE POLICY

The Policy does not apply to liability

- 1 for Injury to an Employee where such Injury arises out of the Business
- 2 arising out of the deliberate conscious or intentional disregard by the Assured's technical or administrative management of the need to take all reasonable steps to prevent Injury Damage nuisance trespass or interference with any easement right of air light water or way
- 3 arising out of liquidated damages clauses penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
- 4 arising out of professional advice design or specification given by the Assured for a fee
- 5 for pure financial loss not consequent upon Injury or Damage
- 6 directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by or arising from the existence of or exposure to asbestos and/or any asbestos containing materials
- 7 arising from any obligation to defend any claim or suit against the Assured alleging liability as detailed in Exclusion 6 above nor to Underwriters' liabilities for Defence Costs arising there from
- 8 for the Excess as stated in the Schedule in respect of the first amount of each claim or series of claims arising out of one originating cause

GENERAL EXCLUSIONS TO ALL SECTIONS

1 Radioactive Contamination

The Policy shall not provide indemnity against any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

but as far as concerns Section A this Exclusion will only apply where such legal liability is

- i) that of any principal
- ii) accepted under agreement and would not have attached in the absence of such agreement

2 War & Similar Risks

The Policy shall not provide indemnity in respect of any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power act of terrorism or confiscation or nationalisation

3 Other Insurances

The Policy does not apply to liability which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance

4 *Road Traffic Act*

This Policy does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation

GENERAL EXTENSIONS

1 Court Attendance Costs

In the event of any of the undermentioned persons attending court as a witness at the request of the Underwriters in connection with a third party claim in respect of which the Assured is entitled to indemnity under this Policy the Underwriters will provide compensation to the Assured at the following rates per day on which attendance is required

- | | | |
|----|--|------|
| a) | any director or partner of the Assured | £500 |
| b) | any employee | £250 |

Provided always that

- i) the Underwriters shall not be liable unless the Underwriters have the sole conduct and control of all claims covered by this Extension
- ii) this Extension shall not apply to any liability which is covered by any other policy

2 Unsatisfied Court Judgments Applicable to Section A

In the event of a judgment for Damages being obtained by any Employee or the personal representatives of any Employee in respect of Injury to the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Assured in the Business against any company or individual operating from the premises within Great Britain Northern Ireland the Isle of Man or the Channel Islands in any court situated in the aforesaid territories and remaining unsatisfied in whole or in part six months after the date of such judgment the Underwriters will pay to the Employee or personal representative of the Employee at the request of the Assured the amount of any such Damages and any awarded costs to the extent that they remain unsatisfied

Provided always that

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

3 Cross Liabilities Not applicable to Section A

Each person or party specified as the Assured in the Schedule is separately indemnified in respect of claims made against any of them by any other Assured subject to Underwriters' total liability not exceeding the stated Limits of Indemnity

4 Data Protection Act Applicable to Sections B and C

It is agreed that the indemnity provided by this Policy extends to include liability for Damages (including claimants' costs fees and expenses) and Defence Costs arising as a result of any claim or claims made against the Assured during the Period of Insurance for damage and distress by virtue of Sections 22 and 23 of the Data Protection Act 1984 or Section 13 of the Data Protection Act 1998 provided that

- a) the liability arises from data for which the Assured are registered under the Act
- b) the Assured are not in business as a Computer Bureau
- c) the Assured do not supply data for a fee other than to a data subject
- d) the Underwriters will not provide an indemnity against any claim or claims made by or on behalf of any director or Employee of the Assured in connection with employment in the Business

5 ***Defective Premises Act***

It is agreed that in respect of liability arising out of the ownership of premises in the event of any premises being disposed of by the Assured prior or subsequent to the inception of this cover the indemnity shall apply to liability which devolves upon the Assured by reason of the Defective Premises Act 1972 or similar legislation provided that

- a) such liability is not otherwise insured
- b) the Underwriters shall not be liable in respect of the costs incurred by anyone in removing rebuilding repairing or rectifying any such premises

6 ***Personal Liability***

It is agreed that Sections B and D extend to include liability incurred by any Assured in a personal capacity in connection with the Business

Provided that this indemnity shall not apply

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

7 ***Motor Contingent Liability***
Applicable to Sections B and D

It is agreed that notwithstanding Exclusion 1 of Section B herein this Policy is extended to provide an indemnity in respect of Injury or Damage arising out of the use of any motor vehicle owned by an Employee and being used in the course of the Business of the Assured

Provided always that no indemnity is provided by this Extension

- a) in respect of personal injury to any person being carried by motor cycle otherwise than in a sidecar attached to it
- b) for loss of or Damage to any vehicle and/or contents therein
- c) for death injury illness disease or loss or Damage arising while such vehicle is being driven by the Assured or any Employee of the Assured other than the owner of such vehicle
- d) if such vehicle is more specifically insured
- e) for any Employee whilst driving or in charge of such vehicle
- f) if such vehicle is being used outside Great Britain Northern Ireland Channel Islands Isle of Man

8 ***Principals***

Where the Assured so requests the Underwriters agree to indemnify any principal of the Assured but only to the extent that such liability arises solely out of the work performed for the principal by or on behalf of the Assured such principal shall be subject to and comply with the terms and Conditions herein and this clause shall in no way operate to increase the Limits of Indemnity as stated in the Schedule

9 ***Housing Grants, Construction and Regeneration Act, 1996***
Applicable to Sections B C & D

The indemnity granted by this Policy is extended to apply to any process of adjudication or decision of any adjudicator pursuant to the Act provided always that as a condition precedent to Underwriters liability under this Policy the Assured complies with Conditions a) and b) as follows

- a) Policy Conditions

The Assured shall

- i) notify Underwriters immediately upon receipt (and in no event later than two working days thereafter) of any notice of intention to refer a dispute to adjudication (“notice of adjudication”) or of the service by

the Assured of any notice of adjudication in circumstances which will lead to or are likely to lead to a claim being made against the Assured (whether under a process of adjudication or otherwise)

- ii) promptly forward to Underwriters all information relating to any dispute referred to adjudication including copies of all documentation made available to the Assured or subsequently by the Assured to the adjudicator
- iii) allow the Underwriters to appoint advisers or representatives and to have conduct (including the right but not the obligation to take over the conduct) of the adjudication as they deem appropriate and provide such assistance as the Underwriters may reasonably require
- iv) meet any request direction or timetable of the adjudicator
- v) satisfy the Underwriters that any dispute referred to adjudication is or would be the subject of indemnity under this Policy and that the decision reached by the adjudicator represents the award against the Assured of a payment of money by the Assured which constitutes compensatory Damages which form the subject of such indemnity
- vi) not agree to accept the decision of the adjudicator as finally determining the dispute without the prior written consent of the Underwriters
- vii) in the event of a decision reached by the adjudicator that such an award as described in v) above is payable give the Underwriters every assistance in instituting legal proceedings (or arbitration if applicable in accordance with the Assured's contract) in order to challenge reopen stay the enforcement of or overturn such adjudicator's decision or otherwise to recover such award if the Underwriters deem it appropriate
The Underwriters shall have sole conduct of all such proceedings

b) Conditions relating to contracts

Any provisions relating to adjudications pursuant to the Act in any contract entered into by the Assured shall

- i) provide that the adjudicator must be independent of the parties to the contract
- ii) not allow for any decision of the adjudicator to be binding or to determine any dispute finally
- iii) not allow the adjudicator to disregard the legal entitlements of the parties in order to reach a decision based on commercial considerations
- iv) not prohibit the assistance or representation by advisers or representatives (whether legally qualified or not) at any adjudication
- v) not place any conditions upon the timing of commencement of legal or arbitration proceedings (other than adjudications pursuant to the Act)

Any dispute or difference arising hereunder between the Assured and the Underwriters shall be referred to the arbitration of a Queen's Counsel to be agreed upon by both parties or in the absence of agreement by a QC nominated by the Chairman of the Bar Council. The Underwriters agree to pay the costs of such referral except where indemnity has been denied by the Underwriters and the QC upholds such decision.

All General Extensions are subject otherwise to the Policy terms Conditions limitations and Exclusions

SPECIAL CONDITIONS TO SECTIONS B C AND D

1 *Application of Limits of Indemnity*

In the event of one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under two or more of Sections B C and D Underwriters' liability shall be limited in total to the highest single Limit of Indemnity available under the applicable Sections

2 *Fork Lift Truck Conditions*

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

- a) operatives must be at least 18 years of age
- b) operatives must
 - i) complete a training course in the safe use of fork lift trucks through an Accredited Training Provider belonging to one of the five accrediting bodies as recognised by the Health & Safety Executive
 - ii) complete a refresher course within 5 years of the initial training programmeand the Assured must retain appropriate documentation verifying completion thereof
- c) whenever a fork lift truck is unattended
 - i) the ignition keys must be removed or
 - ii) the vehicle otherwise immobilisedto prevent unauthorised use
- d) the carriage of passengers or unauthorised use or application as a tool outwith the design capabilities of the vehicle is prohibited at all times
- e) operatives must engage safety restraints

3 *Bona Fide Subcontractors Conditions*

It is a condition precedent to liability that all bona fide subcontractors engaged by the Assured have Public/Products/Pollution Liability insurance as defined in this Policy (or materially similar) in full force and effect throughout the period of their engagement in respect of their liability at law for

- a) Injury
 - b) Damage
 - c) nuisance trespass obstruction or interference with any right of light or air or water or easement
- consequent upon all activities carried out for the Assured and that such insurance
- i) has a limit of indemnity of not less than that provided by Sections B C & D of this Policy
 - ii) extends to indemnify the Assured as Principal

4 *Skip Hire Conditions*

It is a condition precedent to liability under this Policy that

- a) In connection with the use ownership or hiring out of skips the Assured must at all times observe and comply with the requirements of the Roads (Scotland) Act 1984 or the Highways Act 1971 as amended by the Highways Act 1980 or any other Statutory Regulations or Local Bye-Laws and must ensure that
 - i) each skip is marked with fluorescent markings which must be kept clean
 - ii) each skip deposited on a Highway is equipped to be properly lit during the hours of darkness
 - iii) no skip is left at or outside any customer's premises or on any working site without delivery being accepted by or on behalf of the customer
- b) Skips must be hired out under the conditions of hire as advised to the Underwriters and a copy of these conditions must be given to the customer and the contents thereof drawn to the customer's attention prior to or at the time of delivery of the skip

5 ***Burning Welding and Cutting Conditions***

It is a condition precedent to liability under this Policy that the following precautions are adhered to on each occasion where the Assured or persons acting on behalf of the Assured are using any oxy-acetylene or electric welding or cutting/grinding equipment or blow lamp or blow torch or hot air gun away from their own premises

- a) the immediate area in which the operation is to be carried out must be segregated to the greatest practicable extent by the use of screens made of metal and/or fire retardant material
- b) the whole of this segregated area must be adequately cleaned and freed from combustible substances before operations commence
- c) combustible floors/substances in or surrounding this segregated area must be liberally covered with sand or protected by overlapping sheets of incombustible material
- d) where work is being carried out in any enclosed area an additional employee of the Assured or an employee of the occupier must be present at all times to guard against an outbreak of fire
- e) no work shall be carried out unless specifically authorised by the occupier who must also be asked to approve the safety arrangements
- f) the following must be kept available for immediate use near the scene of operations
 - i) suitable fire extinguishers and/or
 - ii) hoses connected up in readiness for immediate use and tested prior to the commencement of the work
- g) a thorough examination must be made in the vicinity of the work at regular intervals up to one hour after the termination of each operation In the event that it is not practicable for such examination to be carried out by the Assured's own employee then appropriate arrangements must be made with the occupier
- h) before "burning off" metal work built into or projecting through walls or partitions an examination should be made if accessible to confirm that the other end of the metal is not in a hazardous proximity to combustible substances which may be ignited by the conduction of heat

Furthermore where the Assured or persons acting on behalf of the Assured burns debris away from their premises it is a condition precedent to liability under this Policy that the following precautions must be taken on each occasion

- i) Fires to be in a cleared area and at a distance of at least ten yards from any property
- ii) Fire not to be left unattended at any time
- iii) A suitable fire extinguisher to be kept available for immediate use
- iv) Fires to be extinguished at least one hour prior to leaving site at the end of each working day

GENERAL CONDITIONS

General Conditions 1 2 3 4 and 7 are conditions precedent to liability under this Policy

1 *Claims Procedure*

As soon as it is possible to do so the Assured shall give written notice to the Underwriters of any occurrence that may give rise to a claim under this Policy which shall include any accident at work resulting in three or more days absence for any Employee and shall give all such additional information as the Underwriters may require

Every letter of claim writ summons or process and all documents relating thereto and any other written notification of a claim shall be forwarded **unanswered** to the Underwriters immediately they are received

2 *Assured's Co-operation*

The Assured shall at all times in addition to their obligations set out in General Condition 1 above provide such information to and co-operate with the Underwriters or their appointed agents to allow the Underwriters to be able to comply with such relevant Civil Procedure Rules Practice Directions and/or Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice and which obligation to inform and co-operate continues until such time as any claim arising from the incident notified in accordance with this Claims Procedure is finally determined including to appeal

3 *Admission & Subrogation*

No admission offer promise or payment shall be made or given by or on behalf of the Assured without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Assured the defence or settlement of any claim (and which will include an assumed authority on the part of the Assured to the Underwriters to issue a formal admission of breach of duty for the purposes of any such claim should the Underwriters consider it appropriate to do so) or to prosecute in the name of the Assured for their own benefit any claim for indemnity or Damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Assured shall give all such information and assistance as the Underwriters may reasonably require

4 *Material Fact Notification*

The Assured is required to notify the Underwriters as soon as it is possible to do so of all material facts or alterations in the risk which come to his knowledge or arise during the currency of this Policy

5 *Discharge of Liability*

The Underwriters may at any time pay to the Assured in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims

6 *Proportionment of Defence Costs*

Except where the Limit of Indemnity is inclusive of Defence Costs if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim the liability of the Underwriters to pay all Defence Costs in connection therewith shall be limited to such proportion of the said Defence Costs as the Limit of Indemnity bears to the amount paid to dispose of a claim

7 *Premium Adjustment*

If any part of the Premium for this Policy has been calculated on estimates furnished by the Assured the Assured shall keep accurate records containing all particulars relative thereto and shall at all times allow the Underwriters to inspect such records

The Assured shall within three months from the expiry of each Period of Insurance furnish such information as the Underwriters may require and the premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Assured as the case may be subject to any minimum premium required

The Underwriters reserve the right to request that the Assured supplies an auditor's certificate with such calculations that are the subject of adjustment under this Policy attesting to the accuracy thereof

8 ***Policy Interpretation***

Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of England
The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear

9 ***Cancellation***

Underwriters may cancel this Policy by sending thirty days written notice to the Assured's last known address whereupon the Assured shall become entitled to a refund of a proportionate part of the premium

10 ***Fraud***

If the Assured shall make any claim knowing the same to be fraudulent or false as regards the amount or otherwise this Insurance shall become void and all claims hereunder shall be forfeited

11 ***Policy Disputes Clause***

Except where otherwise provided in this Policy any dispute concerning coverage under this Policy and/or the interpretation of the terms Conditions limitations and/or Exclusions contained therein is understood and agreed by both the Assured and the Underwriters to be subject to English Law
Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction within England and to comply with all requirements necessary to give such Court jurisdiction

All matters arising hereunder shall be deemed in accordance with the law and practice of such Court which shall have exclusive jurisdiction

12 ***Notice Requirements***

Where these General Conditions require notice to be given to the Underwriters that notice shall be given in writing to

D A Constable Syndicate 386
Claims Administration
One Coval Wells
Chelmsford
Essex
CM1 1WZ

13 ***Other Insurers***

If any claim covered by this Policy is also covered in whole or in part by any other insurance the liability of the Underwriters shall apply excess of and not as contributory with such other insurance

14 ***Contracts (Rights of Third Parties) Act 1999***

A person who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

MEMORANDA

The following Memoranda apply only if noted as being Operative Memoranda in the Schedule

Each Memorandum is subject otherwise to the terms of this Policy

A 1 – WORK AWAY EXCLUSION

This Policy does not indemnify the Assured in respect of liability arising out of work away from the Assured's premises other than collection and delivery or sales trips and exhibitions

A 2 – RIGHTS OF RECOURSE CONDITION

It is condition precedent to liability under this Policy that in respect of products obtained by the Assured they must not waive or limit their rights of recovery under the ordinary process of law against the manufacturers and/or suppliers of such products

A 3 – HEAT CUTTING OR GRINDING AWAY EXCLUSION

This Policy does not indemnify the Assured in respect of liability arising from or as a consequence of any of the following activities undertaken away from the Assured's premises

- 1 The use of electricity or inflammable gases for the purpose of welding cutting burning or grinding
- 2 Any other application of heat
- 3 The burning of wood other materials or waste

A 4 – BURNING WELDING AND CUTTING CONDITIONS INCLUDING OWN PREMISES

It is agreed that Special Condition 5 - Burning Welding and Cutting Conditions is deleted and replaced by the following

It is a condition precedent to liability under this Policy that the following precautions are adhered to on each occasion where the Assured or persons acting on behalf of the Assured are using any oxy-acetylene or electric welding or cutting/grinding equipment or blow lamp or blow torch or hot air gun

- a) the immediate area in which the operation is to be carried out must be segregated to the greatest practicable extent by the use of screens made of metal and/or fire retardant material
- b) the whole of this segregated area must be adequately cleaned and freed from combustible substances before operations commence
- c) combustible floors/substances in or surrounding this segregated area must be liberally covered with sand or protected by overlapping sheets of incombustible material
- d) where work is being carried out in any enclosed area an additional employee of the Assured or an employee of the occupier must be present at all times to guard against an outbreak of fire
- e) no work shall be carried out unless specifically authorised by the occupier who must also be asked to approve the safety arrangements
- f) the following must be kept available for immediate use near the scene of operations
 - i) suitable fire extinguishers and/or
 - ii) hoses connected up in readiness for immediate use and tested prior to the commencement of the work
- g) a thorough examination must be made in the vicinity of the work at regular intervals up to one hour after the termination of each operation In the event that it is not practicable for such examination to be carried out by the Assured's own employee then appropriate arrangements must be made with the occupier

- h) before "burning off" metal work built into or projecting through walls or partitions an examination should be made if accessible to confirm that the other end of the metal is not in a hazardous proximity to combustible substances which may be ignited by the conduction of heat

Furthermore where the Assured or persons acting on behalf of the Assured burns debris it is a condition precedent to liability under this Policy that the following precautions must be taken on each occasion

- i) Fires to be in a cleared area and at a distance of at least ten yards from any property
- ii) Fire not to be left unattended at any time
- iii) A suitable fire extinguisher to be kept available for immediate use
- iv) Fires to be extinguished at least one hour prior to leaving site at the end of each working day

A 5 – TOTAL PROFESSIONAL INDEMNITY EXCLUSION

It is agreed that Exclusion 4 applicable only to Sections B C And D is hereby deleted and replaced by the following

- 4 for any professional advice design specification and/or consultancy work carried out by the Assured irrespective of whether a fee is charged

A 6 – BONA FIDE SUBCONTRACTORS CONDITIONS LIMIT AMENDMENT

It is agreed that paragraph i) of Special Condition 3 to Sections B C and D Bona Fide Subcontractors Conditions is amended to read

- i) has a limit of indemnity of not less than £2,000,000

SUPPLEMENTARY INFORMATION

CLAIMS INFORMATION

In order to maintain the highest standard of claims service we have compiled this information to identify the roles and responsibilities of the respective parties who will be involved in handling claims. A full understanding of these relationships will assist in the smooth running and swift resolution of claims.

D A Constable Syndicate 386 is your liability insurer. Your insurance broker has arranged your liability insurance with us.

The insurance policy issued to you is a contract which governs what is or is not covered and you are bound, as with any contract, to its terms and conditions.

Upon notification of a claim, incident or circumstance the loss adjuster is instructed to investigate the circumstances and report to us in order that we might ascertain whether the courts would find that your company has breached its legal obligations and thus would incur a liability, in whole or in part, for the damage or injury sustained.

The loss adjuster is an experienced professional, well versed in the handling of liability claims and will always have access to your policy wording.

What we expect from you:

You are required by the terms of the policy to:-

- provide the loss adjuster with every assistance throughout their handling of claims. By direction of the court, the loss adjuster may have no more than 90 days to fully complete enquiries. This will enable us to adjudge if your company may have a liability.
- answer any questions the loss adjuster may have including details of the wage roll and turnover of your company or any other facts concerning the finances, structure and operational activities of your company such that the loss adjuster may deem them relevant to an incident or the policy.
- provide the loss adjuster with access to employees who are witnesses or otherwise might have information which the adjuster deems relevant to an incident.
- disclose all relevant documentation which may include details of wages paid to an injured employee (if applicable), contract documentation, accident book entries, health & safety documentation, personnel records or any other such documentation which the adjuster deems relevant to an incident.

What you may expect from the loss adjuster:

- you may ask the loss adjuster to assist you in understanding the operation of your insurance policy under which a claim is to be considered, or any laws, regulations and statutes which may apply to the claim. However the adjuster is not authorised to comment on policy indemnity or answer questions about your insurance requirements generally.
- you may discuss with the loss adjuster what steps you should take to prevent the occurrence of similar claims.
- you may expect the loss adjuster to keep you reasonably informed of how your claim is progressing.
- you may discuss the loss adjusters' future handling of the claim in terms of procedure and standard practices.
- you may discuss with the loss adjuster any concerns you have about the likely impact of the claim on your workforce or your business (although the loss adjuster cannot comment upon the impact on your insurance) and any views you hold about any of the parties involved which may relate to the claim.
- you may expect professional conduct by the loss adjuster at all times. If you are dissatisfied with the loss adjusters' conduct we would be pleased to consider your comments.

What you may expect from us:

- we will oversee the conduct of the loss adjuster to ensure that all claims are dealt with in an efficient manner to promote a satisfactory resolution
- we will deal with any claims made under your policy in a fair and impartial way and as quickly as possible, but in accordance with policy terms and conditions.

- we aim to provide a first class, professional claims service which will strengthen our relationship and further acknowledge the advantages of being a D A Constable Syndicate 386 client.

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FINANCIAL SERVICES COMPENSATION SCHEME

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN) and on their website (www.fscs.org.uk).

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COMPLAINTS PROCEDURE

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact your broker who is your agent in this regard

However if you would like to comment directly upon the service we are providing we would like to hear from you. Please write to:-

The Syndicate Manager
D A Constable Syndicate 386
2nd Floor
Plantation Place
30 Fenchurch Street
London
EC3M 3BD

In the event that you remain dissatisfied and wish to make a complaint it may be possible in certain circumstances for you to refer the matter to the Complaints Department at Lloyd's.

Their address is:

Complaints Department
Lloyd's
One Lime Street
London EC3M 7HA

Tel No: 020 7327 5693
Fax No: 020 7327 5225
E-mail: Complaints@Lloyds.com

In the event that the Complaints Department is unable to resolve your complaint, it may be possible for you to refer it to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

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YOUR PERSONAL INFORMATION

We are committed to ensuring that our customers' personal information is protected

D A Constable Syndicate 386 treats all personal information in compliance with the Data Protection Act 1998 and we are registered on the Data Protection Register as follows:

Limit Underwriting Limited Registered number Z6951172 (in respect of D A Constable Syndicate 386)

D A Constable Syndicate Limited Registered number Z5591275

If at any time you wish to contact us with any enquiry relating to our practices governing the use of your personal information or for a copy of our data protection policy, you can do so by the following means. Please write to:
The Syndicate Manager, D A Constable Syndicate 386, 2nd Floor, Plantation Place, 30 Fenchurch Street, London ,
EC3M 3BD.