

# **FARRIERS & BLACKSMITHS**

## **LIABILITY COMBINED INSURANCE**

**EFFECTED THROUGH**

**KBIS BRITISH EQUESTRIAN INSURANCE  
CULLIMORE HOUSE  
PEASEMORE  
NEWBURY  
BERKSHIRE  
RG20 7JN**

**THIS POLICY IS UNDERWRITTEN  
BY  
MARKEL INTERNATIONAL INSURANCE COMPANY LIMITED**

The Insured is requested to read the attached Schedule and, if it is incorrect, return it immediately for alteration.

Any material alteration in the facts disclosed in connection with this insurance or any material alteration in the risk which could affect the Insurers' views about the cover given or the premium charged must be advised to the Insurers, or the insurance could be voided by reason of non-disclosure.

If the Insured has made a written proposal and declaration to the Insurers then such proposal and declaration bearing the date specified in the Schedule shall form the basis of this contract and shall be considered as incorporated herein.

Where the context allows and unless otherwise stated, any word or expression to which a specific meaning has been attached in any part of this Certificate or the Schedule and Endorsements (if any) attached hereto shall bear that meaning wherever it may appear.

The due observance of the terms, provisions and conditions of this Insurance by the Insured in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Insurers to make any payment under this Insurance.

**Your attention is particularly drawn to General Condition 7 – Due Diligence.**

**Complaints Procedure**

If you have a Complaint which relates to either Your Policy or to a claim which you have submitted under Your policy then please raise this in the first instance with Your broker who will aim to resolve Your concerns by close of the next business day. If your policy is placed directly with KBIS you should contact KBIS.

If Your broker is unable to deal with your concerns the matter will be forwarded onto Your Insurer via your Insurance provider, who is:-

KBIS Limited  
Cullimore House  
Peasemore  
Newbury  
Berkshire RG20 7JN  
Telephone: 01635 247474  
Email: [ask@kbis.co.uk](mailto:ask@kbis.co.uk)

Whilst reviewing your complaint Your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

If You are unhappy with the final decision made by Your Insurer, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone: 0800 0234567 (for landline users)  
Telephone: 0300 1239123 (for mobile users)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

## **Financial Services Compensation Scheme**

Lloyd's Underwriters are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if a Lloyd's Underwriter is unable to meet its obligations. If you are 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 (7<sup>th</sup> Floor, Lloyds Chambers, Portoken Street, London E1 8BN and on their website [www.fscs.org.uk](http://www.fscs.org.uk).

## **Law & Jurisdiction**

It is agreed that this Insurance shall be governed exclusively by the law and practice of England, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in England or Wales.

## **Identity of insurers**

### **Markel International Insurance Company Ltd**

Markel International Insurance Company Ltd (No. 2430992) is registered in England at The Markel Building, 49 Leadenhall Street, London, EC3A 2EA.

All Insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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## EMPLOYERS LIABILITY

### **Definitions**

Wherever the following words and phrases appear in this Section they will always have these meanings

### **Injury**

Bodily harm, death, disease, illness or nervous shock

### **Business**

The business stated in the Schedule conducted by the Insured at or from premises in Great Britain, Northern Ireland the Channel Islands or the Isle of Man including

- a. The provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services
- b. Private work undertaken with the prior consent of the Insured by Employee's for any director or senior official of the Insured
- c. The ownership maintenance and repair of the Insureds own property within such territories

### **Employees**

- a. Any person under a contract of service or apprenticeship with the Insured
- b. Any person who is hired to or borrowed by the Insured
- c. Any person engaged in connection with a work experience or training scheme
- d. Any labour master or person supplied by him
- e. Any person engaged by labour only sub-contractors
- f. Any self-employed person working on a labour only basis under the control or supervision of the Insured
- g. Any voluntary helper

While working for the Insured in connection with the Business

### **Terrotorial Limits**

- a. Anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man other than offshore
- b. Elsewhere in the world other than offshore in connection with temporary visits undertaken in the course of the Business by any person normally resident in the territories described in (a) above

### **Offshore**

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform

### **1. Interpretation**

#### **Additional Persons Insured**

- a. In the event of the death of any person entitled to indemnity under this Section Underwriters will indemnify in the terms of this Section the deceaseds legal person representatives but only in respect of liability incurred by such deceased person
- b. At the request of the Insured Underwriters will indemnify in the terms of this Section
  - a) i) any principle in respect of liability arising out of the performance by the Insured of any agreement entered into ny the Insured with the principle to the extent required by such agreement
  - i) any director of the Insured or Employee in respect of liability arising in connection with the Business

provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

- b) i) any officer committee or member of the Insured's canteen spopts social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
- ii) any director or senior official of the Insured in respect of private work undertaken by an Employee for such director or senior official  
provided that
  - i) each such person shall as though he were the Insured observe fulfil and be subject to the terms of this Section insofar as they can apply
  - ii) Underwriters shall retain the sole conduct and control of all claims

## **2. Indemnity**

Underwriters will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages together with costs and expenses shown below in respect of injury sustained within the Territorial Limits during the Period of Insurance by an Employee arising out of his employment by the Insured in the course of the Business

### **Limit of Indemnity**

The liability of Underwriters under this Section for damages, costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed the amount stated in the Schedule to this Section as the Limit of Indemnity

Costs and expenses shall be deemed to mean-

1. costs and expenses of claimants for which the Insured is legally liable
2. other costs and expenses incurred with the Underwriters written consent in respect of any claim which may be the subject of indemnity under this Section
3. Solicitors fees incurred with the Underwriters written consent for
  - a. defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in injury
  - b. representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this Section
4. Legal costs and expenses incurred by the Insured and at the request of the Insured any director or Employee with Underwriters written consent and costs awarded against the Insured or director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that
  - a. The procedures relate to the health safety or welfare of Employees
  - b. Underwriters will not indemnify the Insured in respect of
    - i) fines or penalties
    - ii) costs and expenses insured by any other policy

## **3. Exclusions**

### **Radioactive Contamination**

So far as concerns the liability of any principal or liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement this Section will not apply to any liability whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

### **Vehicles**

This Section does not provide an 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 Act legislation

## **4. Extensions**

### **Compensation for Court Attendance**

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

- a. any director or partner of the Insured           £100
- b. any Employee   £50

### **Unsatisfied Court Judgements**

In the event of injury to an Employee sustained during the Period of Insurance and arising out of his employment by the Insured in the course of the Business which results in a judgement for damages being obtained by such Employee or his personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement the Company will at the request of the Insured pay to the Employee or his personal

representatives the amount of any such damages and awarded costs to the extent that they remain unsatisfied provided that

- a. the judgement for damages is obtained
  - i) in a court of law within Great Britain, Northern Ireland the Channel Islands or the Isle of Man
  - ii) against a company, partnership or individual other than the Insured conducting a business at or from premises within the territories described in a. i ) above
- b. there is no appeal outstanding
- c. if any payment is made under the terms of this extension the Employee or the personal representative of the Employee shall assign the judgement to the Company

## PUBLIC AND PRODUCTS LIABILITY SECTION

### 1. Definitions

Wherever the following words and phrases appear in this Section they will always have these meanings

#### **Injury**

Bodily harm, death disease, illness or nervous shock

#### **Business**

The business stated in the Schedule conducted by the Insured at or from premises in Great Britain, Northern Ireland the Channel Islands or the Isle of Man including

- a. The provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services
- b. Private work undertaken with the prior consent of the Insured by Employee's for any director or senior official of the Insured
- c. The ownership maintenance and repair of premises within such territories

#### **Employees**

- d. Any person under a contract of service or apprenticeship with the Insured
- e. Any person who is hired to or borrowed by the Insured
- f. Any person engaged in connection with a work experience or training scheme
- g. Any labour master or person supplied by him
- h. Any person engaged by labour only sub-contractors
- i. Any self-employed person working on a labour only basis under the control or supervision of the Insured
- j. Any voluntary helper  
While working for the Insured in connection with the Business

#### **Territorial Limits**

- a. Anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man other than offshore
- b. Elsewhere in the world other than offshore in connection with temporary visits undertaken in the course of the Business by any person normally resident in the territories described in (a) above

#### **Offshore**

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform

#### **Products Supplied**

- a. Products including containers packaging or instructions sold or supplied
- b. Work services undertaken including goods or materials used

By or on behalf of the Insured in the course of the Business

### 2. Interpretation

#### **Additional Persons Insured**

- a. In the event of the death of any person entitled to indemnity under this Section Underwriters will indemnify in the terms of this Section the deceaseds legal person representatives but only in respect of liability incurred by such deceased person
- b. At the request of the Insured Underwriters will indemnify in the terms of this Section
  - a) i) any principle in respect of liability arising out of the performance by the Insured of any agreement entered into by the Insured with the principle to the extent required by such agreement
  - ii) any director of the Insured or Employee in respect of liability arising in connection with the Business

provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

- b) i) any officer committee or member of the Insured's canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
- ii) any director or senior official of the Insured in respect of private work undertaken by an Employee for such director or senior official



provided that

- i) each such person shall as though he were the Insured observe fulfil and be subject to the terms of this Section insofar as they can apply
- i) underwriters shall retain the sole conduct and control of all claims
- ii) where Underwriters are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity

### **Cross Liabilities**

If more than one Insured is referred to in the Schedule this Section shall apply to each one as if a separate policy had been issued to each (provided that the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity)

### **Public Liability**

#### **Indemnity**

Underwriters will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

- a. Injury to any person
- b. Loss of or damage to material property
- c. Nuisance or trespass, obstruction loss of amenities or interference with any right of way light air or water
- d. Wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy

Occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business

#### **Limit of Indemnity**

The liability of Underwriters for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the amount stated in the Schedule to this Section as the Limit of Indemnity for Part 1

#### **Costs**

Underwriters will in addition

Pay all other costs and expenses incurred with its written consent in respect of any claim which may be the subject of indemnity under this part

Pay Solicitors fees incurred with its written consent for

- a. Defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in Injury
- b. Representation at a Coroners Court or Fatal Accident Inquiry in respect of any death

Which may be the subject of indemnity under this part

Indemnify the Insured and at the request of the Insured any director or Employee in respect of legal costs and expenses incurred with Underwriters written consent and costs awarded against the Insured or director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the period of Insurance under the Health and at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that

- a. The procedures relate to the health safety or welfare of persons other than Employees
- b. Underwriters will not indemnify the Insured in respect of
  - i) fines or penalties
  - ii) costs and expenses insured by any other policy

#### **Exclusions**

The indemnity will not apply to legal liability

##### **1. Aviation and Craft**

Arising out of

- a. Work in or on aircraft
- b. Work in or on airport or aerodrome, runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
- c. The ownership possession or use by or on behalf of the Insured of any

- i. Aircraft
- ii. Watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon)

## **2. Vehicles**

Arising out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto in circumstances where compulsory insurance or security is required or where insurance is provided by another policy

## **3. Products Supplied**

In respect of injury or loss of or damage to property caused by or in connection with any Products Supplied which have ceased to be in the custody or control of the Insured other than food or drink provided as a service at the insured's premises to Employees or visitors

## **4. Excess**

This policy shall not apply to the first £500 of each and every occurrence in respect of loss or damage to property

## **5. Height Limit – 10 Metres**

The indemnity will not apply to liability arising out of or in connection with any work undertaken by any person at a height of more than 10 metres

For the purpose of this endorsement such height shall be measured from the external ground level or in the case of work within a buildings or structure from the surface level on which the plant equipment or implement providing the means of access to the work is placed

## **Products Liability**

### **Indemnity**

Underwriters will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

- a. Injury to any person
- b. Loss of or damage to material property

Occurring anywhere in the world during the Period of Insurance and caused by any Products Supplied

### **Limit of Indemnity**

The liability of the Underwriters for all damages payable as a result of all occurrences during any one Period of Insurance shall not exceed the amount stated in the Schedule to this Section as the Limit of Indemnity.

### **Costs**

Underwriters will in addition

Pay all other costs and expenses incurred with its written consent in respect of any claim which may be the subject of indemnity under this Part

Pay Solicitors fees insured with its written consent for

- a. defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in injury
- b. representation at a Coroners Court or Fatal Accident Inquiry in respect of any death

which may be the subject of indemnity under this part

Indemnify the Insured in respect of legal costs and expenses incurred with Underwriters written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 provided that

- a. the proceedings relate to an offence alleged to have been committed in the course of the Business during the Period of Insurance
- b. Underwriters will not indemnify the insured in respect of
  - i) fines or penalties
  - ii) costs and expenses insured by any other policy

### **Exclusions**

The indemnity will not apply to legal liability

#### **1. Products under Insureds Control**

In respect of injury or loss of or damage to property caused by or in connection with a Products Supplied which are in the custody or control of the Insured

## **2. Aviation Products**

In respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which to the knowledge of the Insured are for the use in or on any aircraft and which are critical to the safety or airworthiness of the aircraft

## **3. Export to USA or Canada**

In respect of Injury or loss of or damage to property caused by or in connection with any products Supplied which to the knowledge of the Insured are directly or indirectly exported to the United States of America or Canada

### **Extensions**

Compensation for Court Attendance

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

- a) any director or partner of the Insured      £100
- b) any Employee      £50

### **Rented Premises**

General Exclusion 2b) shall not apply to premises leased let rented hired or lent to the Insured provided that the indemnity will not apply to legal liability in respect of

- a. Loss or damage under agreement unless liability would have attached to the Insured in the absence of such agreement
- b. Loss of or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by or on behalf of the Insured
- c. The first £250 of each and every occurrence of loss or damage caused otherwise than by fire or explosion

### **Defective Premises Act**

Legal liability in respect of Injury loss or damage arising solely by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any premises previously owned for purposes pertaining to the Business and since disposed of by the Insured is included within the terms of the indemnity provided in Part 1 of this Section but indemnity will not apply if the Insured is entitled to indemnity under any other Insurance

### **Contingent Motor Liability**

Notwithstanding Exclusion 2 of Part 1 underwriters will indemnify the Insured in the terms of Part 1 against legal liability in respect of Injury loss or damage arising out of the use in connection with the Business of any motor vehicle not owned or provided by the Insured

The indemnity will not apply to legal liability

- a. In respect of loss of or damage to any such vehicle or to goods conveyed therein or thereon
- b. In respect of Injury loss or damage arising whilst such vehicle is being
  - i. Driven by the Insured
  - ii. Driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or his representative does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence
  - iii. Used elsewhere than in Great Britain Northern Ireland the Channel Islands or the Isel of Man
- c. in respect of which the Insured is entitled to indemnity under any other insurance

### **Overseas Personal Liability**

Underwriters will indemnify the Insured and if the Insured so requests any director or partner of the Insured or any Employee or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isel of Man

The indemnity will not apply to legal liability

- a. arising out of the ownership or occupation of land or buildings
- b. in respect of which any person referred to above is entitled to indemnity under any other insurance

Subject otherwise to the terms Exclusions & Conditions of this Section

### **Injury to Horses**

Exclusion 1 to Part 2 and General Exclusion 2b) to Parts 1 and 2 to this Section shall not apply to horses

Provided that

- This Extension shall only apply to animals which are or have been worked upon by the Insured or any authorised Employee
- The liability of the Underwriter shall not exceed the limit of indemnity stated in the Schedule for injury to horses
- The excess shall not apply to this Extension

Subject otherwise to the terms Exclusions & Conditions of this Section

### **General Exclusions**

#### **1. Injury to Employees**

In respect of Injury to any employee

#### **2. Property under Insureds Control**

In respect of loss or damage to

- a. Property belonging to the Insured
- b. Property which is leased let rented hired or lent to or which is the subject of a bailment to the Insured

#### **3. Rectification Costs**

- a. In respect of the cost or value of any Products Supplied or replacement repair removal rectification or reinstatement thereof where legal liability arises from a defect in or unsuitability of such Products Supplied
- b. For any costs incurred in recalling or modifying and Products Supplied
- c. For the costs of remedying any defect or alleged defect in land or premises sold or disposed of by the Insured or for any reduction in the value thereof

#### **4. Liability under Agreement**

assumed by the Insured under agreement unless the conduct and control of claims is vested in Underwriters but indemnity shall not in any event apply to

- a. liquidated damages fines or penalties
- b. legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by the Insured in connection with any Products Supplied and which would not have attached in the absence of such warranty indemnity or guarantee

#### **5. War Risks**

arising from 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

#### **6. Radioactive Contamination**

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

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

#### **7. Professional Negligence**

Underwriters will not indemnify the Insured (including a partner or assistant of the Insured) against liability arising directly or indirectly in connection with

1. The sale supply use or prescription of any anaesthetic
2. Any treatment above the fetlock
3. any professional advice given for a fee

### **General Exclusions and Limitations**

#### **1. Pollution or Contamination**

- a) this Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance
- b) The liability of the Underwriter for all compensation payable under Parts 1 and 2 of this Section in respect of all Pollution and Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the amount shown in the Schedule to this Section as the Limit of Indemnity for part 1
- c) For the purpose of this Exclusion and Limitation Pollution or Contamination shall be deemed to mean

- i) All pollution or Contamination of buildings or other such structures or of water or land or or the atmosphere and
- ii) All loss or damage or injury directly or indirectly caused by such Pollution or Contamination

## **2. USA and Canada**

In so far as this Section applies to legal liability arising in the United States of America or Canada of if an action for damages is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world

- a. The liability of Underwriters in respect of all damages payable together with the costs and expenses of claimants and any other costs and expenses incurred with Underwriters written consent shall not exceed the Limit of Indemnity
- b. The indemnity will not apply in respect of punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or by way of fines or penalties

### **Fire Precautions Condition**

It is a condition precedent to liability under this Section that in respect of use a way from the Insureds premises of blow lamps blow torches flame guns hot air guns electric oxy-acetylene or other welding or cutting equipment and angle grinders (in circumstances where sparks are emitted) the undernoted precautions will be complied with on each occasion

#### **Blow lamps blow torches flame guns and hot air guns**

- i. The area in which work is to be carried out to be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible materials
- ii. Suitable fire extinguishing appliances to be kept available for immediate use at the point of work or as near as is practicable
- iii. Blow-lamps blow torches and flame guns not to be lighted until required for use and extinguished immediately after use
- iv. Lighted blow lamps torches and flame guns not to be left unattended
- v. Hot air guns to be switched off when unattended
- vi. Upon completion of each period of work a thorough fire safety check to be made of the vicinity of the work

#### **Electric oxy-acetylene or other welding or cutting equipment and angle grinders**

- i. The area in which the work is to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition to be inspected to see whether any combustible property other than the property to be worked upon is in danger of ignition either directly or by conduction of heat
- ii. All combustible property to be removed to a distance of not less than 6 metres from the point of work and property which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection
- iii. The Insured shall arrange for a Person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a firewatcher and to remain in attendance at all times until lighted flam equipment is extinguished
- iv. Suitable fire extinguishing appliances to be kept available for immediate use at the point of work
- v. Gas cylinders not in use to be kept outside the building in which the work is taking place where practicable but in any event at least 15 metres from the point of application of the heat
- vi. Upon completion of each period of work a thorough fire safety check to be made of all areas referred to in paragraph I) above

The fire safety check to be undertaken at regular intervals for a period of at least one hour after completion

## GENERAL CONDITIONS & EXCLUSIONS

### 1. **Policy Voidable**

This Policy shall be voidable in the event of misrepresentation or non-disclosure in any material particular.

### 2. **Avian Influenza And Sars Exclusion**

This Insurance does not cover any claim directly or indirectly caused by, happening through, in consequence of or contributed to by:

- i) Avian Influenza or any mutant variation thereof.
- ii) Severe Acute Respiratory Syndrome (SARS) and/or Atypical Pneumonia or any mutant variation thereof.

This Insurance also excludes any claim:

- i) Arising from any fear or threat (whether actual or perceived) of such Avian Influenza, SARS and/or Atypical Pneumonia.
- ii) Directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of such Avian Influenza, SARS and/or Atypical Pneumonia.

If the underwriters allege that by any reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

### 3. **Alteration**

This Policy shall be avoided with respect to any item thereof in regard to which there be any alteration after the commencement of this insurance

- a) By removal or
- b) Whereby the risk of loss or damage is increased or
- c) Whereby the interest of the Insured ceases except by will or operation of law

Unless admitted to the Company in writing

### 4. **Claims Conditions**

- 1) In the event of any loss destruction or damage or event likely to give rise to a claim under this Policy the Insured shall
  - a) notify Underwriters immediately
  - b) notify the Police Authority immediately if it becomes evident that any loss or damage has been caused by theft or malicious persons
  - c) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage
  - d) deliver to Underwriters at the Insureds expense
    - i) full information in writing of the property lost destroyed or damaged and of the amount of loss destruction or damage
    - ii) details of any other insurances on any property hereby insured within 30 days after such loss destruction or damage or such further time as Underwriters may allow
    - iii) all such proofs and information relating to the claim as may be reasonably required
    - iv) if demanded a statutory declaration of the truth of the claim and of any matters connected with it
- 2) No claim under this Policy shall be payable unless the terms of this condition have been complied with

### 4. **Observance of Terms**

It is a condition precedent to any liability on the part of Underwriters under this Section that the terms hereof so far as they relate to anything to be done or complied with by the Insured shall be duly and faithfully observed

### 5. **Material Facts**

The Insured shall give immediate notice to Underwriters of any alteration in risk which materially affects this insurance.

### 6. **Reasonable Precautions**

The Insured shall

- a. take reasonable precautions to prevent occurrences which may give rise to liability under this Section
- b. take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c. forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require

## **7. Notification of Claims**

In the event of any occurrence which may give rise to a claim under this Section the Insured shall immediately

- a. Give written notice with full particulars to Underwriters
- b. Forward to Underwriters upon receipt every letter claim writ summons or process
- c. Notify Underwriters of any knowledge of impending prosecution inquest fatal accident or ministry inquiry

## **8. Claims Control**

- b. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of Underwriters
- c. Underwriters shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise
- d. Underwriters shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- e. The Insured shall give all information and assistance Underwriters may require

## **9. Other Insurances**

Underwriters will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond

the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected

## **Premium Adjustment**

If any part of the premium has been calculated on estimates the Insured shall within one month from the expiry of each Period of Insurance furnish such particulars and information as Underwriters may require and shall at the request of Underwriters provide an auditors certificate in support thereof The premium for such period shall then be adjusted subject to Underwriters retaining 75% of the premium paid for the Period of Insurance which corresponds to the period which is being adjusted Should the Insured fail to supply such particulars Underwriters shall be entitled to charge a reasonable additional premium in respect of that Period of Insurance