

# Shearwater Insurance Services Ltd 2017 Combined Liability Insurance



Effected through: Shearwater Insurance Services Ltd  
Shearwater House  
8 Regent Gate  
High Street  
Waltham Cross  
HERTS  
EN8 7AF  
Tel: 01992 767666  
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THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number OIMCC170068 to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear below (all of whom are hereinafter referred to as "Insurers") and in consideration of the premium specified herein, the said Insurers are hereby bound, each for his own part and not for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

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

PROVIDED always that:

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

Continued Overleaf

IN WITNESS whereof this Policy has been signed as follows:

The insurers whose identity is stated in the Endorsement entitled Identity of Insurers and whose proportionate liability will be detailed on request.

**Identity of Insurer**

**Markel International Insurance Company Limited**

20 Fenchurch Street, London EC3M 3AZ Tel: +44 (0)20 7953 6000 Fax: +44 (0)20 7953 6001

**www.markelinternational.com**

Registered at the above address. Registered in England number 966670

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

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

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

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

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

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

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

**SHEARWATER INSURANCE SERVICES LIMITED**

Authorised signatory

Date

## LIABILITY INSURANCE

### 1. OPERATIVE CLAUSE

The Insurers will indemnify the Insured against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of the United Kingdom.

This indemnity applies only to such legal liability as defined by each insured Section of this Policy arising out of the Business specified in the Schedule, subject always to the terms, conditions and exclusions of such Section and of the Policy as a whole.

### 2. DEFINITIONS

For the purpose of this Policy:

#### 2.1. Insured means:

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

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

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

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

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

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

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

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

#### 2.5. Person Employed means any:

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

2.5.2. labour master and persons supplied by him

2.5.3. person employed by labour only sub-contractors

2.5.4. self employed person under the control of the Insured

2.5.5. person hired to or borrowed by the Insured

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

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

### 3. INDEMNITY TO OTHERS

The indemnity granted extends to:

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

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

### 4. CROSS LIABILITIES

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

### 5. LIMITS OF INDEMNITY

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

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

Provided always that the Limit of Indemnity:

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

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

## 6. DEFENCE COSTS

The Insurers will also pay all Defence Costs.

Defence Costs include legal expenses:

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

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

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

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

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

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

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

## 7. COMPENSATION FOR COURT ATTENDANCE

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

7.1. any director or partner      £250

7.2. any Employee                      £100

## SECTION A – EMPLOYERS' LIABILITY

### 8. SECTION A – INDEMNITY

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

### 9. SECTION A – EXCLUSIONS

This Section does not apply to or include legal liability:

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

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

Notwithstanding anything contained herein to the contrary this Insurance shall not indemnify any person being the Assured or a constituent member or part of the Assured, as provided for herein, against liability for Bodily Injury sustained by anyone Closely Related to such person.

For the purposes of this exception Closely Related shall mean husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

This exception shall not apply where the business is incorporated as a limited company

### 10. SECTION A – COMPULSORY INSURANCE CLAUSE

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

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

## SECTION B – PUBLIC LIABILITY

### 11. SECTION B – INDEMNITY

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

### 12. SECTION B – EXCLUSIONS

This Section does not apply to or include legal liability:

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

Notwithstanding anything contained herein to the contrary this Insurance shall not indemnify any person being the Assured or a constituent member or part of the Assured, as provided for herein, against liability for Bodily Injury sustained by anyone Closely Related to such person.

For the purposes of this exception Closely Related shall mean husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

## SECTION C – PRODUCTS LIABILITY

### 13. SECTION C – INDEMNITY

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

### 14. SECTION C – EXCLUSIONS

This Section does not apply to or include legal liability:

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

Notwithstanding anything contained herein to the contrary this Insurance shall not indemnify any person being the Assured or a constituent member or part of the Assured, as provided for herein, against liability for Bodily Injury sustained by anyone Closely Related to such person.

For the purposes of this exception Closely Related shall mean husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.



## GENERAL EXCLUSIONS

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

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

- 15.1. arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage
- 15.2. arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
- 15.3. arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the Insured demonstrates that such Pollution;
  - 15.3.1. was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance
  - 15.3.2. was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution

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

- 15.4. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 15.5. directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of Terrorism. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.
- 15.6.
  - a. directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
  - b. any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
  - c. any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens

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

For the purpose of this exclusion, Injury shall include mental anguish, mental injury and/ or emotional distress.
- 15.7. directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

- 15.8 arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

16. EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

This Policy does not apply to or include legal liability:

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

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

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

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

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

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

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

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

16.5. road traffic legislation / mechanical vehicles

16.6. aircraft or other aerial devices

16.7. product defects / recall

16.8. professional indemnity other than where specifically agreed

16.9. fines penalties liquidated punitive damages

16.10. war and allied risks

16.11. asbestos

16.12. financial loss

16.13. electronic risk

16.14. Sanctions: We will not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

16.15. Cyber This Policy does not apply to or include legal liability: for loss, damage, liability or expense caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

## **PEN Trade Exclusions**

### **Property Excluded Trades**

- Adult shops or cinemas
- Aerosol product Manufacturers
- Airlines, airports and tramway or railway operators
- Animal testing or research
- Asylum Seeker Risks
- Fertilizer Manufacturers
- Firelighter/Match Manufacturers
- Food Risks with non LPC approved combustible panels
- Furriers
- Gangmaster Property Risks
- Gas and electricity generation or distribution other than
  - a) inland wind farms and solar plant up to 50KW
- Gas Depots
- Growing Crops
- Gun shops
- Jewellers Block / Bankers Blanket
- Landfill sites
- Lap Dancing Clubs and sex clubs
- Manufacturers of industrial chemicals
- Manufacture, sale or supply of arms and munitions other than where supplied as part of an organised sporting shoot
- Manufacture, storage, filling, breaking down, or transport of:
  - a) matches, fireworks, ammunition, fuses, cartridges, powder, nitro-glycerine or any other explosive
  - b) gases and/or air under pressure in containers
  - c) butane, methane, propane and other liquid gases
  - d) petrochemicalsother than
  - i) where the storage and transportation forms part of the day to day operation of the business
  - ii) where turnover is less than 15% of the Policyholders turnover
  - iii) petrol filling stations
- Mining and Quarry Risks
- Offshore risks
- Oil, chemical and gas extraction conglomerates
- Oil Refineries including production or drilling.
- Pallet Manufacture/Repair
- Petrochemical Risks
- Public utility companies (water, gas, electricity and communications) including transmission and distribution lines
- Residential Children's Homes
- Sawmills
- Schools, academies or colleges of further education (whatever their funding) other than specialist schools. Private schools acceptable for renewals only.
- Prisons, asylums and detention centres.
- Thatched Risks
- Tobacco Manufacturers or wholesalers other than cash and carry warehouses
- Tyre Manufacturers/Recyclers/Retreaders/Salvage
- Waste and recycling risks

### **Coverage Exclusions**

- Aviation and Satellite Business
- Electronic Risk
- Nuclear risks as specified under the Nuclear Act 1965 and radioactive contamination other than radioactive isotopes
- Pollution (but not pollution which results from a defined peril)
- Property insured under a marine policy except in respect of any excess beyond the amount which would have been payable under the marine policy had this insurance not been effected
- Sonic Bangs
- Terrorism other than Pool Re
- War and allied risks

### **Liability Excluded Trades**

- Adult products of a sexual nature
- Adult shops or cinemas
- Airships, aeroplanes and aircraft other than radio controlled models
- Known export of alcohol (ex wines and beers) and tobacco to North America
- Amusement parks with extreme thrill rides and roller coasters not to include
  - a) children's play areas in shops, garden centres and similar
  - b) simulatorsand powered rides of a similar nature
- Animal testing as a sole activity
- Asbestos products and risks with a known asbestos exposure
- Clinical trials
- Crews of aircraft or vessels, except crews of yachts with less than 6 crew
- Dams (construction, maintenance and ownership of)
- Demolition as a sole occupation
- Electro Magnetic Field (EMF) and Electro Magnetic Radiation(EMR) – where exposure is
  - from larger scale(>75 MW TBA ) power generation
  - all power distribution risks
  - all mobile phone manufacturers
  - all mobile phone network operators.
- Employers Liability offshore risks
- Genetically modified organism – known exposure
- Gun shops
- Hazardous goods – carriage of explosives (UN Class 1) other than minor exposure
- Hazardous goods - ANY carriage of radioactive materials (UN Class 7)
- Labour Supply businesses within the scope of the Gangmaster Licensing Act (2004) which are not licensed
- Lap Dancing Clubs and sex clubs
- Gas and electricity generation or distribution other than
  - a) inland wind farms and solar plant up to 50KW
- Manufacture of latex prophylactic barriers used against disease/infection
- Manufacture, sale or supply of arms and munitions other than where supplied as part of an organised sporting shoot
- Manufacture, storage, filling, breaking down, or transport of:
  - a) matches, fireworks, ammunition, fuses, cartridges, powder, nitro-glycerine or any other explosive
  - b) gases and/or air under pressure in containers
  - c) butane, methane, propane and other liquid gases
  - d) petrochemicalsother than
  - i) where the storage and transportation forms part of the day to day operation of the business
  - ii) where turnover is less than 15% of the Policyholders turnover
  - iii) petrol filling stations
- Manufacturer, wholesale and supply of any cosmetic implant or medical implant
- Mining
- North American exposures
- Oil, chemical and gas extraction conglomerates

- Products liability in connection with any product used in aircraft (other than food, drink, hospitality disposable, duty free, free issue personal comfort items) spacecraft, rocket, missile or satellite
- Products liability in connection with:
  - a) automobiles, automobile components or motorcycles exported to USA / Canada
  - b) pesticides, fungicides, dyes and pigments
  - c) animal feeds other than pet foods
  - d) cosmetics
  - e) celluloid and pyroxylin
  - f) tobacco
 other than wholesale and retail sales
- Products liability in respect of manufacturers of safety critical marine or motor parts being defined as all braking, steering and suspension, tyres, automatic systems incorporating any form of automatic pilot, navigation equipment, electronic control e.g. four wheel drive switching systems, traction control etc, track rod ends and activation rods, propellers, speed control systems such as cruise control, seat belt assemblies, air bags, child safety seats, automatic roll over protection, hydraulic wheel jacks.
- Products Pharmaceutical risks other than:
  - a) retail of pharmaceutical products
  - b) wholesale of general sales list medicines as defined under the Medicines Act 1968 (e.g. over the counter medicines) for products sourced from within the European Union, Australia, United States of America or Canada only
- Prospecting, extraction and refining of liquid or gaseous fuels
- Public & Products liability arising from the manufacture, distribution or use of blood and blood products including commercial blood banks
- Public and Products Liability risks for chemical/petro-chemicals including production of fertiliser, pesticides, fungicides, dyes and pigments other than
  - a) wholesale and retail sales or
- Quarrying when explosives are used
- Sawmills
- Ship building / breaking / repair other than in respect of pleasure craft less than 15 metres in length
- Specialist abortion or cosmetic surgery establishments
- Emergency response services, i.e. police, ambulance and fire.
- Stand alone prisons, asylums and detention centres.
- Sub Aqueous Work
- Sun bed manufacturers
- The ownership and/or operation of railways or any work in connection with rail signalling equipment, the laying maintenance and/or repairing of the permanent way (namely the track itself) and/or work in connection with any system providing power to trains other than
  - a) private sidings
  - b) narrow gauge railways
  - c) heritage and miniature railways
  - d) railways used for pleasure purposes
- Tower Crane erectors
- Toxic Waste (which shall mean any substance that is defined as Hazardous by the European Waste Convention) processing and treatment where the activity exceeds 10% of the turnover
- Tunnelling activity
- Tyre Manufacturers and re-moulders
- US domiciled exposure
- Zoos / Circus / Fair risks
- Waste recycling including landfill sites

### **Coverage Exclusions**

- Absolute pollution exclusion in the USA / Canada
- Aircraft or other aerial devices other than radio controlled models
- Asbestos
- Employers Liability – stand alone and/or short period other than existing signed off cases (otherwise to be referred to underwriters)
- Employment practices cover
- Environmental Impairment Liability (EIL) / Bartoline Clean Up Costs
- Environmental Liability Directive (ELD)
- Excess of Loss cover
- Financial guarantee
- Financial loss
- Fines Penalties liquidated punitive damages
- JCT 6.5.1./21.2.1
- Medical malpractice
- Nuclear risks as specified under the Nuclear Act 1965 and radioactive contamination other than radioactive isotopes
- Pollution other than Sudden and Accidental
- Product Defects / Recall
- Products Guarantee
- Professional Indemnity
- Property in the Insured Care Custody and Control other than Equestrian Risks
- Road Traffic Act
- Tour Operators third party liability including ABTA cover
- War and allied risks
- Warehouse Keepers Liability

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

(Conditions 17.1. to 17.6. are precedent to Underwriters/Insurers' liability to provide Indemnity under this Policy)

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

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

- 17.4. The Insured shall give notice to the Underwriters/Insurers of any alteration or circumstance which materially affects the risks insured under this Policy and until the Underwriters/Insurers be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium (if any) the Underwriters/Insurers shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.
- 17.5. Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and within 90 days of expiry of the Period of this Insurance declare such particulars as the Underwriters/Insurers require. The premium shall then be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees, the required declaration shall also include remuneration to all persons defined as Persons Employed by this Policy. Failure to declare such particulars to the Underwriters/Insurers shall entitle the Underwriters/Insurers to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.
- 17.6. The Insured shall comply with all terms, conditions and exclusions of this Policy, insofar as they relate to anything to be done or complied with by You where:
- (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole;  
and
  - (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If You breach any warranty in this Policy, Our liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). We will

have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Underwriters'/Insurer's liability is suspended.

17.7. The Insured is required to make a fair presentation of the risk to Underwriters/Insurers. If the Insured breaches its duty to provide a fair presentation and any such breach was deliberate or reckless, Underwriters/Insurers may regard the Policy as void and are not required to return any paid Premium to the Insured.

If the breach was not deliberate or reckless, Underwriters'/Insurers' remedy shall depend upon what Underwriters/Insurers would have done if the Insured had complied with the duty of fair presentation:

1. Underwriters/Insurers may regard the Policy as void if Underwriters/Insurers would not have entered into the Policy on any terms in the absence of the breach. In this case, the Underwriters/Insurers must return the premium paid.
2. If the Underwriters/Insurers would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if the Underwriters/Insurers so requires.
3. If the Underwriters/Insurers would have entered into the Policy but would have charged a higher premium the Underwriters/Insurers may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

17.8. If the Insured makes a fraudulent claim under this Policy the Underwriters/Insurers shall not be liable to pay the Insured any sums in respect of the fraudulent claim. The Underwriters/Insurers may recover from the Insured any sums that the Underwriters/Insurers have already paid to the Insured in respect of the fraudulent claim. The Underwriters/Insurers may by notice to the Insured treat this Policy as terminated with effect from the date of the Insured's fraudulent act.

17.9. You must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy including If You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair presentation of the risk We may avoid this Policy and retain all premiums and You shall reimburse Us in respect of all payments already made by Us In all other cases if You did not provide a fair presentation of the risk Our rights are set out below

- 1) if We would not have entered into this Policy if You had made a fair presentation of the risk We may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us
- 2) if We would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms
- 3) in addition if We would have entered into this Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that We shall be required to pay

$$X = \text{premium charged divided by the premium that would have been charged if You made a fair presentation of the risk all multiplied by 100}$$

17.10. The Underwriters/Insurers may cancel this Policy by giving 30 days' notice in writing of such cancellation to the Insured's last known address.

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

17.12. All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Underwriters/Insurers to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.



#### 17.13.Contract (Rights of Third Parties) Act 1999 Clarification Clause

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

#### 17.14.Data Protection Act 1998

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

#### 17.15.Choice of Law and Jurisdiction

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary this insurance Policy shall be subject to English Law.

The indemnity provided by this Policy shall apply only to judgements against the Insured in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and not to judgements obtained elsewhere nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

#### 17.16.Your Right to Cancel

You have the right to cancel the insurance Policy within 14 days of receiving the Policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that You will have received the Policy document upon the day following the date it was posted to the Insured by first class post.

If You do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the Schedule, and no liability whatsoever shall attach to the Underwriters/Insurers in respect of the Policy.

If You do not exercise Your right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the Schedule. You will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at Your written request. Underwriters/Insurers reserve the right not to allow a return of premium.

To exercise Your right to cancel, contact the broker who arranged this cover for You

#### 17.17.Several Liability

The liability of the Underwriters/Insurers is several and not joint and is limited solely to the Extent of their individual proportions as shown in the Endorsement entitled Identity of Underwriters/Insurers. The Underwriters/Insurers are not responsible for the subscription of any co-subscribing insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

#### 17.18. NMA 2863 - Data Protection Act 1998

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

## 17.19 Terrorism

Pen Underwriting Delegated Solutions Terrorism Endorsement 2016 V1 is to apply to all risks where Terrorism cover is bound.

### **Complaints Procedure**

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. In some cases the broker who arranged the insurance will be able to resolve any concerns and **You** should contact them directly.

Alternatively if **You** need to complain please contact the Pen Underwriting Limited Complaints Officer quoting **Your** policy or claim number.

Pen Underwriting Limited Complaints Officer Telephone: 0141 285 3539  
Address: 3 Atlantic Quay, 20 York Street, Glasgow, G2 8JH  
Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

**Your** complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt Pen Underwriting will write to **You** and let **You** know what further action will be taken. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter if **You** remain dissatisfied **You** may refer **Your** complaint to the Financial Ombudsman Service.

The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

The Financial Ombudsman Service  
Exchange Tower  
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.

### **Several Liability**

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscription of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

### **Financial Services Compensation Scheme (FSCS)**

Markel International Insurance Company Limited are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

## **ENDORSEMENT – Identity of Insurers**

### **Markel International Insurance Company Limited**

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

### **General Endorsements**

**The following clauses are only applicable if referred to in the schedule or if subsequently endorsed hereon:-**

#### **Clause 1- Bona Fide Sub-Contractors Clause**

It is warranted by the Insured that all sub-contractors that they engage maintain employers' liability and public liability policies that provide:

- employers' liability coverage with a limit of indemnity of not less than £10,000,000 any one occurrence
- public liability coverage with an indemnity limit of not less than the limits provided by this policy
- an indemnity to the Insured as principal

It is further warranted by the Insured that they do not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including, but not limited to, the assumption of any liability or potential liability on behalf of any bone fide sub-contractor, or the waiver of any rights of recourse against any bone fide sub-contractor.

#### **Clause 2- Manual Work Away exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A & B directly or indirectly resulting from or in consequence of manual work undertaken away from the Insured's premises other than delivery and collection.

#### **Clause 3- Administration of Drugs exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B & C directly or indirectly resulting from or in consequence of the provision and/ or administration of pharmaceuticals or drugs of any nature.

#### **Clause 4- Abuse exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B directly or indirectly resulting from or in consequence of abuse of any nature whether direct or indirect.

#### **Clause 5- Heat work away exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B directly or indirectly resulting from or in consequence of the performance of work involving the application of heat other than on premises owned, leased or rented by the Insured.

#### **Clause 6- Bodily treatment exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B & C directly or indirectly resulting from or in consequence of the provision of any medical or other bodily treatment, other than first aid treatments.

#### **Clause 7- Loss, damage or corruption of data exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B & C directly or indirectly resulting from or in consequence of the loss, damage or corruption of any data held on, or created by, any electronic data processing equipment or system.

#### **Clause 8- Tree root damage exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B & C that arises from ingress of tree roots or desiccation of the soil caused by trees.

#### **Clause 9- Sporting participation exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A & B directly or indirectly resulting from or in consequence of any bodily injury of any person playing in, training in, or practising any contact sport.

#### **Clause 10- Manual work exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A & B directly or indirectly resulting from or in consequence of employees engaged in manual work.

#### **Clause 11- Damage to item being worked upon exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B & C directly or indirectly resulting from or in consequence of loss or damage, including shrinkage or discolouration, to articles on which the Insured is or has been working where the loss or damage results from such work.

#### **Clause 12- Burning of debris exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B directly or indirectly resulting from or in consequence of the burning of debris.

#### **Clause 13- Proprietary Brands Warranty**

The Insured hereby warrants that precedent to the liability of Insurers hereon proprietary brand products only will be used and that these are used and stored in accordance with the manufacturer's instructions.

#### **Clause 14- Height limit**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A & B directly or indirectly resulting from or in consequence of work undertaken by any person employed at a height above 10 meters from the ground.

### **Clause 15- Depth limit**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section A & B directly or indirectly resulting from or in consequence of any excavation work carried out at depths exceeding 3 metres.

### **Clause 16- Haulage Clause**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in connection with the following:

- injury or damage caused by the wrongful delivery or the contamination in transit of any load
- injury or damage caused by the haulage of hazardous goods
- freight forwarders and/ or warehouseman's liability
- the transportation of goods by road tankers

### **Clause 17- Libel and Slander exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B & C directly or indirectly resulting from or in consequence of:

Libel, slander or defamation  
Slander of title of goods or other injurious falsehood  
Wrongful misrepresentation

### **Clause 18- Products: Component Part exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C directly or indirectly resulting from damage to goods to which the insured's product is an additive or component part.

### **Clause 19- Emergency Services notification clause**

The Insured hereby warrants that precedent to the liability of Insurers, all Police, Fire and Ambulance services are notified prior to the commencement of the insured event, and that all of their recommendations are adhered to.

### **Clause 20- Rights of recourse warranty**

The Insured hereby warrants that precedent to the liability of Insurers hereon, full rights of recourse are maintained against any manufacturer or supplier with whom they have entered into a legal contract for the provision of products or components.

### **Clause 21- Waste disposal warranty**

The Insured hereby warrants that precedent to the liability of Insurers, all waste material of any description shall be disposed of at a licensed refuse site in accordance with the terms of such licence.

### **Clause 22- Live entertainment & disco exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of the provision of discos and/ or live entertainment of any nature.

### **Clause 23- Claims made warranty (products liability)**

It is noted and agreed that Section C, Products Liability ( item 13) 'Indemnity' is revised as follows:  
The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring, and notified to Insurers, during the Period of Insurance and arising out of or in connection with any Product during the period of insurance.

#### **Clause 24- Use of Dogs Exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of the use of any dog in connection with the business.

#### **Clause 25 - Dogs Warranty**

It is warranted by the Insured that at all times during which any dog is used in connection with the Business, it shall be kept under physical restraint and (if not adequately tethered or confined) under the control of a competent handler.

#### **Clause 26 - Underground services clause, Applicable to section B**

In respect of loss of or damage to cables, pipes or other services located underground, it is a condition precedent to liability that prior to undertaking any digging, boring or excavation, the Insured has:

- taken or caused to be taken all reasonable measures to identify the location of such cables, pipes and services before any work is commenced which may involve a risk of damage. Reasonable measures include contacting the appropriate authorities if there is any possibility that cables, pipes or services are under the site
- retained a written record on the measures which were taken to locate such cables, pipes and services
- conveyed the location of such cables, pipes or services to those who are carrying out such work on behalf of the Insured

Indemnity under this policy shall be restricted to the actual cost of repair or replacement of such cables, pipes or services as assessed by an independent surveyor and shall not extend to cover any additional costs for loss of use, consequential loss or damage, or penalties and or fines which are imposed on the Insured by the relevant authorities as a result of any damage.

#### **Clause 27 – Moveable / Non-Permanent Cross Country Jumps**

It is warranted that all moveable/non-permanent cross country jumps are secured in line with current British Eventing regulations. This warranty applies irrespective of whether you hold competitions under BE rules. If the insured is unable to comply with this warranty the policy will exclude all liability arising from use of moveable cross country jumps.

#### **Clause 28 – Care, Custody & Control Liability Extension, Applicable to Section B**

Notwithstanding anything contained in Exclusion 12.5 of Section B to the contrary Section B of this Insurance extends to indemnify the Assured in respect of liability, as therein defined, for injury, illness or disease (fatal or non-fatal) to horses or ponies in the care, custody or control of the Assured or any Employee of the Assured. The liability of the Insurers under this extension for all damages payable by the Assured in respect of all claims made against the Assured during the Period of Insurance set forth in the Schedule shall not exceed £100,000.-

Provided that the Insurers shall not be liable for:-

- (a) intentional slaughter except where the Insurers have agreed to the destruction or where a Veterinary Surgeon has certified that destruction is imperative for humane reasons provided that the Insurers shall have the right to a post mortem examination carried out by a Veterinary Surgeon.
- (b) injury, illness or disease directly or indirectly caused by or arising from any malicious or wilful act of the Assured or any employee of the Assured.
- (c) any consequential loss other than veterinary bills or the increased cost of keeping an injured or sick animal for a period not exceeding 12 months providing that the cost of all veterinary bills and the increased cost of keeping the animal shall not exceed any amount specified in the Schedule as the Limit of Indemnity under Optional Extension 3 for any one horse/pony.
- (d) injury to any mare occurring whilst said mare is:-
  - (i) being covered by a stallion.
  - (ii) in the vicinity of a stallion for the specific purpose of covering whether or not covering actually takes place.
  - (iii) at stud and injury is directly attributable to the mare being in foal.

- (e) injury, illness or disease directly or indirectly arising out of the administration of any medicament or treatment by the Assured or any Employee of the Assured unless under the direction of a qualified Veterinary Surgeon.
- (f) injury, illness or disease to any horse or pony owned by the Assured or any member of the Assured's family or any Employee of the Assured or any member of the Employee's family.

Subject otherwise to the terms, Exclusions, Conditions and Endorsements of this Insurance.

#### **Clause 29 - USA and Canada Products Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of any products supplied, including products supplied prior to the inception of this insurance which the Insured knows, or could have reasonably been expected to know, would be used within the United States of America or Canada.

#### **Clause 30 - Participant to Participant Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A or B, directly or indirectly resulting from or in consequence of any Injury caused by the negligent act and/or omission of any participant towards another participant.

#### **Clause 31 - Travel Insurance Warranty**

It is warranted by the Insured that precedent to the liability of Underwriters hereon, adequate travel insurance is arranged on each occasion when the Insured persons are travelling outside the United Kingdom

#### **Clause 32 - Deep Fat Fryer Warranty**

It is a condition precedent to the liability of underwriters that for any oil and fat frying and cooking ranges and equipment:-

- a) all flues, cooker hoods, grease traps and filters are cleaned not less than once a week and the ducting must be steam cleaned or chemically cleaned along its entire length at intervals not exceeding 6 months.
- b) multi-purpose fire extinguishers or other materials suitable for extinguishing oil and fat fires are maintained ready for immediate use together with fire blanket
- c) thermostatic temperature control or cut-out devices are fitted
- d) oil sumps are emptied weekly
- e) the extractor fan and frying range be serviced annually and a service report be available for inspection by the Insurers
- f) a non-combustible receptacle be used to store waste and batter scraps and removed from the premises at the end of each frying session
- g) for an oil or gas fired range, a flame cut-off must be fitted to the hood and ducting must not have been installed within 150mm of any combustible material