

1. Excluded Activities

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with

1. the demolition or partial demolition of any structure
2. the surfacing or construction of roads
3. the laying of underground services
unless incidental to any building contract undertaken by **You** for which indemnity is provided hereunder
2. any excavation exceeding in any part a depth of 3 metres
3. the felling or lopping of any tree exceeding 5 metres in height
4. pile driving quarrying the use storage or possession of explosives water diversion or work under water fuel gas or mineral exploration or extraction
5. the use or possession of tower cranes or cradles
6. work in or on blast furnaces chimney or well shafts viaducts bridges mines refineries off shore installations power stations dams tunnels airports or aerodromes docks wharves piers harbours railways motorways ships aircraft towers or steeples
7. work in or on any building used for the manufacture processing or bulk storage for wholesale purposes of any gas chemical explosive oil or petroleum based **Product**
8. work on computer mainframe installations and their cabling.

2. Premise Restriction

We shall only be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work in or on buildings or that part of any building (including the grounds thereof) occupied solely as:

- a) private dwellings
- b) shops
- c) offices
- d) hotels
- e) public houses and restaurants
- f) guest houses
- g) schools or colleges
- h) residential, retirement or nursing homes

We will not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work in or on any other premises not defined above.

3. Bodily Injury To Working Partners

For the purpose of Section 2 – Employers' Liability any working partner named as an **Insured** in the **Schedule** shall be regarded as an **Employee** but only in respect of **Bodily Injury** for which a partner or **Employee** of the **Insured** is legally liable.

4. Increased Property Damage Excess

The amount of £100 shown in Exclusion 11 (c) of Section 1 – Public and Products Liability is increased to the amount stated in the **Schedule** against this Endorsement Number.

5. Increased Property Damage Excess

For the first **Period of Insurance** only the amount shown in Exclusion 11 (c) of Section 1 – Public and Products Liability is increased to the amount stated in the **Schedule** against this Endorsement Number.

6. Aerial Erection Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the installation or repair of external radio or TV aerials.

7. Formwork or Shuttering Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the erection or installation of formwork or shuttering when the contract is solely or mainly for such work.

8. External Work Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work on the exterior of any building.

9. Central Heating Work Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work on central heating systems.

10. Heat Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the use of electric oxyacetylene or other welding or heat cutting equipment hot air guns blow lamps or blow torches tar bitumen or asphalt heaters or any other equipment or process involving the application or use of heat elsewhere than at **Your** own premises.

11. Products Exclusion (Insulation Materials)

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with any insulation material and occurring after its installation

12. Cleaning Exclusion

We shall not be liable in respect of

1. **Bodily Injury** or **Damage** to property caused by or in connection with the external cleaning of any premises or the cleaning of industrial plant or machinery or of motor vehicles
2. **Damage** to carpets upholstery or curtains caused by or arising from the use of specialist cleaning equipment

13. Damage to Drains

We shall not be liable in respect of **Damage** to drains or pipes caused by or arising out of any cleaning or unblocking process or work

14. Woodworking Machinery Exclusion

(Applicable to Section 2 – Employers' Liability only)

We shall not be liable in respect of **Bodily Injury** caused by or in connection with the use of power driven woodworking machinery other than portable tools applied to the work by hand.

15. Carpets Upholstery and Other Goods Fitting or Cleaning Restriction

We shall not be liable in respect of **Damage** to any carpet floor covering upholstery or other property which comprises or is incorporated in any contract undertaken by **You** or on **Your** behalf for its cleaning fitting taking up or alteration.

16. Welding Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the use of electric oxy-acetylene or other welding or heat cutting equipment

17. Fencing Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work on central reservations or the erection installation alteration or repair of crash barriers

18. Bathroom Fitting Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the installation or refurbishment of bathrooms or sanitary ware

19. Property Being Worked Upon

We shall not be liable in respect of **Damage** to property being worked upon if the **Damage** arises from such work.

20. Depth Limit – 1 metre

Notwithstanding anything contained in Endorsement 1 – Excluded Activities **We** shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with any excavation exceeding in any part a depth of 1 metre

21. Design or Construction of Foundations Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or arising from the faulty inadequate or defective design specification or construction of foundations

22. Lead Burning Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or arising out of lead burning or welding.

23. Sale or Hire of Appliances Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or arising out of the sale hire or renting of domestic or office equipment or appliances

24. Standard Tools Cover Endorsement

(Excluding theft from unattended vehicles)

In respect of Section 3 – Tools Standard Plus Cover the following alterations are effective

1. Exclusion 5 is amended to read “loss of or damage to the property insured caused by theft or attempted theft if it is left unattended unless it is contained in a securely locked room and there is evidence of forcible or violent entry to the room”

2. The following exclusion is added

Exclusion 10

Damage to Tools caused by or arising from theft or attempted theft from any unattended motor vehicle or trailer

3. Exclusion 9 is amended to read as follows:

8. the first £60 of each and every claim for **Damage**.

25. Heat Exclusion other than Hot Air Guns or Seaming Irons

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the use of any equipment or process involving the application or use of heat elsewhere than at **Your** own premises other than hot air guns or seaming irons.

26. Caterers Restriction

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the manufacture or preparation of food for wholesale purposes or for supply by anyone other than **You**.

27. Manufacture or Supply Only Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the manufacture sale or supply of any goods or materials other than for erection or fitment by or on **Your** behalf.

28. Premise Restriction including 4 Floor Height Limit

We shall only be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work in or on the first four floors (including basement and attic) of any buildings or that part of any building (including the grounds thereof) occupied solely as:

- a) private dwellings
- b) shops
- c) offices
- d) hotels
- e) public houses and restaurants
- f) guest houses
- g) schools or colleges
- h) residential, retirement or nursing homes

We will not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with

1. work carried out over and above the fourth floor (including basement and attic) of the premises specified above
2. work in or on any other premises not defined above

29. Commercial Vehicle Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work in or on commercial vehicles exceeding 3.5 tonnes Gross Vehicle Weight

30. Deletion of Contingent Motor Liability

Contingent Motor Liability Clause of Section B – Public and Products Liability is deleted.

31. Wheelie Bin Cleaners

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the cleaning of any building or other structure or property other than domestic wheelie bins patios or driveways.

32. Height Limit – 10 Metres

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with

1. any external work undertaken at a height from the ground of more than 10 metres
2. any internal work undertaken at a height from the floor of more than 10 metres.

33. Gas Appliance Work Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the installation service maintenance or repair of gas appliances pipework equipment or flues.

34. Height Limit – 15 Metres

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with

1. any external work undertaken at a height from the ground of more than 15 metres
2. any internal work undertaken at a height from the floor of more than 15 metres.

35. Underground Cables Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the laying or repair of underground cables.

36. Motor Vehicles Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work on motor vehicles.

37. Damp Proofing / Timber Treatment Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with any damp proofing or timber treatment work undertaken by or on **Your** behalf.

38. Road Motorway or Neon Signs Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the erection of road motorway or neon signs.

39. Professional Indemnity Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the exercising by **You** or any servant, **Employee**, agent or sub contractor of Yours of any professional skill, duty or advice whether fees are charged or not.

40. Manual Work Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with any manual work carried out by **You**.

41. Height Limit – 5 Metres

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with

1. any external work undertaken at a height from the ground of more than 5 metres
2. any internal work undertaken at a height from the floor of more than 5 metres.

42. Efficacy Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the failure or partial failure of any **Product** or part thereof to perform the function for which it was intended.

43. Movement of Vehicles Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the movement of any mechanically propelled vehicle by or on **Your** behalf.

44. Paint Spraying Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the use of paint spraying equipment.

45. Hairdressers Treatment Risk

Notwithstanding Exclusion 10 of Section 1 – Public and Products Liability **We** will indemnify **You** in respect of liability for Bodily injury or

Damage to property caused by or arising from treatment rendered by **You** in the course of **Your Business** as Hairdresser provided that such treatment is restricted to:

1. tinting dyeing bleaching permanent waving or special treatment of the hair normally carried out by a hairdresser
2. normal hairdressing work on wigs and hairpieces

We will not be liable under this cover in respect of:-

1. the application or use of any lotion hair dye or other preparation wholly or partly manufactured produced or treated in any way by **You**
2. usage or mixing of any **Product** contrary to the makers or vendors instructions
3. any treatment carried out by any person who has less than 2 years continuous service as a hairdresser or apprentice hairdresser other than
 - a) the washing and drying of hair hairpieces or wigs
 - b) whilst such person is under the direct and continuous supervision of a qualified operator who has at least 2 years continuous service as a hairdresser or apprentice hairdresser
4. any operation involving the removal or piercing of skin

SPECIAL CONDITIONS

Razor or clipper blades steel combs or any item must be brand new and/or thoroughly sterilised

46. Change of Excess (Groundwork)

Section B – Public and Products Liability Exclusion 11(a) is amended to read as follows:-

10. (a) underground pipes cables or services £1500.

47. Groundworkers Endorsement

It is hereby agreed that Endorsement 1 – Excluded Activities parts 1.2 and 1.3 are deleted.

48. Depth Limit - 5 Metres

Notwithstanding anything contained in Endorsement 1 – Excluded Activities **We** shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with any excavation exceeding in any part a depth of 5 metres.

49. Hazardous Agricultural Work Exclusion

Notwithstanding anything contained elsewhere in the Policy **We** shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with:-

1. crop spraying
2. the use of explosives
3. tree felling, topping, lopping or sawing
4. **Damage** to overhead wires and/or cables

50. Scaffolding and Use of Chemicals Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with:

1. the use of acids and/or chemicals
2. the erection or dismantling of scaffolding.

51. Premises Restriction – Private Dwellings Only

We shall only be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work in or on buildings or that part of any building occupied solely as private dwellings (including the grounds thereof).

52. Depth Limit – 2 Metres

Notwithstanding anything contained in Endorsement 1 –

Excluded Activities **We** shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with any excavation exceeding in any part a depth of 2 metres.

53. Motorway and A-Road Exclusion

We will not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work on either Motorways or A-Roads'

54. Financial Loss Exclusion

We will not indemnify **You** in respect of any claim arising directly or indirectly out of financial loss.

55. Roofing Exclusion

We will not indemnify **You** in respect of any claims arising from or in connection with roof work.

56. Damage to Property in Care, Custody or Control Exclusion

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

57. Tour Operators Liability Exclusion

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

58. Pedal and Motorcycle Courier Exclusion

We will not indemnify **You** in respect of any claim arising out of or in connection with work as a pedal cycle or motorcycle courier.

59. Proprietary Brands Condition

It is a condition precedent to **Our** liability under this Policy that **You** only use proprietary brands and these are used and stored in accordance with the manufacturer's instructions.

60. Structural Steelwork Erection Exclusion

We will not indemnify **You** in respect of any claims arising out or in connection with the erection of structural steelwork.

61. Service Indemnity Exclusion

We will not indemnify **You** in respect of Section 1 – Public or Products Liability for claims arising out of the defective servicing or repair of motor vehicles.

62. Burning Conditions (replacing General Condition 3)

It is a condition precedent to **Our** liability under this Policy that in respect of the work away from **Your** own premises involving the use or application of heat, including the use of blow torches, blow lamps and welding and flame cutting equipment, the following precautions will be complied with on each occasion:

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

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

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

63. Manufacturing Exclusion

We will not indemnify **You** in respect of any claim arising out of or in connection with any manufacturing undertaken by **You** or on **Your** behalf.

64. Underground Services

It is a condition precedent to **Our** liability under this Policy that except when performing emergency repair works **You** shall use the local free-phone service for the area in which **You** will be working prior to commencement of any contract for excavation where underground services may be at risk of **Damage**.

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

65. Depth Limit - 8 Metres

Notwithstanding anything contained in Endorsement 1 – Excluded Activities **We** shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with any excavation exceeding in any part a depth of 8 metres.

66. Haulage (Contamination) Exclusion

We will not indemnify **You** in respect of **Damage** caused by the wrongful delivery of or the contamination in transit of any load by **You**.

67. Hauliers Exclusion

We will not indemnify **You** in respect of **Bodily Injury** or **Damage** caused by or arising from the handling, carriage, storage or disposal of:

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

68. Guns Exclusion

We will not indemnify **You** in respect of any claims arising from or in connection with the use of guns.

69. Plant Hirers Condition

It is a condition precedent to **Our** liability under this Policy that **You** check all **Plant** and/or equipment before passed to the hirer and check that equipment again when returned by the hirer. Written records must be maintained to confirm the checks have taken place. All **Plant** and/or equipment hired out without an operator must be accompanied with the necessary operating and/or safety instructions.

70. Amusements

We will not indemnify **You** in respect of any claim arising out of or in connection

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

71. Plant Hirers – CPA Limitation

It is a condition precedent to **Our** liability under this Policy that all **Plant** and/or equipment hired out will be subject to the current Contractors Plant Association or Scottish Plant Operators Conditions of hire unless otherwise agreed and (if otherwise agreed) a copy of **Your** standard hiring conditions must be lodged with and approved by Us.

72. Window Cleaners – Water Fed Pole Method

We will not indemnify **You** in respect of any claim arising out of the cleaning of windows carried out above ground level unless such cleaning is carried out by water fed pole and brush cleaning systems.

73. Couriers Weight Limit – 22kg

We will not indemnify **You** in respect of any claim arising out of or in connection with the handling of any package or parcel exceeding 22kg in weight.

74. Painters and Decorators – Work Restriction

In respect of any external work or work involving the use of heat **We** shall only be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work in or on buildings occupied solely as private dwellings shops offices hotels public houses guest houses schools colleges residential retirement or nursing homes of not more than four floors including basement and attic

(including the grounds thereof). **Bodily Injury** or **Damage** to property caused by or in connection with work in or on any other premises not defined above is excluded.

Additionally, in respect of internal work **We** shall only be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with any work on buildings occupied solely as private dwellings shops offices hotels public houses guest houses schools colleges residential retirement or nursing homes undertaken at a height from the floor of not more than 10 metres.

75. Geographical Limits

It is hereby agreed that Section A - Definitions - **Geographical Limits** is extended to read as follows:

Great Britain and Northern Ireland, The Isle of Man, Channel Islands and the Republic of Ireland.