



FARRIERS & BLACKSMITHS LIABILITY INSURANCE

EFFECTED THROUGH

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

**THIS POLICY IS UNDERWRITTEN
BY
LIBERTY MUTUAL INSURANCE EUROPE SE**

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

Our aim is always to provide our customers with a first-class service, however we are aware that, occasionally, it is possible that we may fail to meet your expectations.

If you need to make a complaint, in the first instance, you should contact us either in **writing** to:

The Complaints Officer,
Cullimore House,
Peasemore,
Newbury,
Berkshire, RG20 7JN

or by telephone on 01635 247474

or by email at ask@kbis.co.uk.

Where a complaint arises we will, wherever possible, endeavour to resolve the matter **by no later than the close of business the third working day following receipt**. If this is not possible, to enable us to remedy the situation in a speedy and efficient manner, we have a documented, formal complaints procedure, details of which are shown below.

- 1) We will acknowledge your complaint promptly, to reassure you that we will be dealing with the issue as a matter of urgency, giving you the details of who will be handling the matter in our office, and details of the service of the Financial Ombudsman Service, where this applies.
- 2) In the event that your complaint relates to activities or services provided by another party, we will advise you of this in writing giving the reasons for our decision, and ensure that your complaint is promptly forwarded to the appropriate party, in writing.
- 3) We will aim to make a final response to you as soon as is practicable, and keep you reasonably informed as to progress. We anticipate that we will be able to provide a substantive response to most complaints within eight weeks.
- 4) By the end of eight weeks from receipt of your complaint, we will issue you with our final response, or issue a response that gives the reasons for the delay and indicates when we will be able to provide a final response. If you are dissatisfied with our response, or the delay at this time, you will have a period of Six months in which you can refer the matter to the Financial Ombudsman Service (FOS), whose details are shown below.

When we provide our final response letter, we will endeavour to ensure that we have taken into consideration any financial losses, or material inconvenience you may have suffered. If we do not feel that your complaint is justified, we will advise you of the reasons for our decision and we will also advise how you may pursue the complaint if you remain dissatisfied.

The FOS operates a dispute resolution facility for consumers, micro-enterprises (small businesses), small charities and trustees. An eligible Complainant has up to six months to register a complaint with the FOS if the outcome was not to their satisfaction. Should it prove necessary for the FOS to make a determination and the Complainant accepts it, then we are bound by that determination up to a specified maximum amount.

You can contact the FOS at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

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

Liberty Mutual Insurance Europe SE

Telephone: 0800 0234 567 (normally free for land line users)

Telephone: 0300 1239 123 (charged at the same rate as 01 or 02 numbers on mobile phone tariffs)

Website: www.financial-ombudsman.org.uk

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>

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 (7th Floor, Lloyds Chambers, Portoken Street, London E1 8BN and on their website 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

This insurance will be underwritten by Liberty Mutual Insurance Europe SE (LMIE). Liberty Specialty Markets is a trading name for LMIE, a member of the Liberty Mutual Insurance Group. LMIE (registered number SE000115, PRA/FCA no: 202205) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales at 20 Fenchurch Street, London, EC3M 3AW. Tel: +44 (0) 20 3758 0000.

Privacy Notice

How Liberty Specialty Markets uses your personal data

Liberty Specialty Markets takes the protection of your personal data seriously and is committed to protecting your privacy. There are a number of different companies within our group. The specific company within Liberty Specialty Markets which acts as the "data controller" of your personal data will be the organisation providing your policy as set out in the documentation that is provided to you.

If you are unsure you can also contact us at any time by e-mailing us at dataprotectionofficer@libertyglobalgroup.com or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

In order for us to deliver our insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, we need to collect and process personal data. The type of personal data that we collect will depend on our relationship with you: for example as a policyholder, third party claimant or witness to an incident. Your information will also be used for business and management activities such as financial management and analysis. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, credit reference agencies, reinsurers, claims handlers and loss adjusters, professional advisors, our regulators or fraud prevention agencies. We also collect personal data about our suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

Please see the full privacy notice available at www.libertyspecialtymarkets.com/privacy-cookies for further information on how your personal data is used and the rights that you have in relation to the personal data we hold about you. Please contact us using the details above if you wish to see the privacy notice in hard copy.

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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

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

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 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
 - ii) Underwriters shall retain the sole conduct and control of all claims

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 attributal 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 leagally 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 Isles 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 Isles 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 of 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-cumbustible 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

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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15 September 2010