

APPLICABLE TO SECTION 1 – PROPERTY DAMAGE – ALL RISKS

In respect of item 3 of Section 1 of the policy the Underwriters will indemnify the Insured following loss by the following perils

- (i) Fire, Lightning, Explosion, Earthquake, Aircraft, Riot, Strikers, Civil Commotion, Malicious Damage and Impact.
 - a) during business hours while on display and
 - b) during transit anywhere in UK between 0500 hrs and 2200 hrs.
- (ii) Fire, Lightning, Explosion, Earthquake, Aircraft, Riot, Strikers, Civil Commotion, Malicious Damage, Impact, Storm, Tempest, Flood and Burst Pipes whilst contained in the Insured's private dwelling or any other building used in the course of the insured's.
- (iii) Theft following forcible and violent entry to or exit from any building (including the private dwelling of the Insured) or any other building (including storage units) used in the course of the Insured's business.
- (iv) Theft following forcible and violent entry to or exit from a vehicle whilst in transit between 0500 hrs and 2200hrs anywhere in the UK, but with a 50% co-insurance provision.

CP4 ELECTRICAL CIRCUIT MAINTENANCE CONDITION

It is a condition precedent to liability that fixed electrical installations are tested by NICEIC (National Inspection Council for Electrical Installation Contracting) or ECA (Electrical Contractors Association) registered contractor at least once in every 3 year period and an IEE test certificate is issued showing no deviations.

CP8 FORK LIFT TRUCK CONDITIONS

It is a condition precedent to liability where fork lift trucks are recharged at the Premises that;

- A) Combustible materials to be kept a minimum of 5 metres clear of the recharging area
- B) No recharging of fork lift trucks whilst the premises is left unattended

CP17 PORTABLE HEATING CONDITION

It is a condition precedent to liability that there will be no use or storage on the **Premises** of paraffin or portable electric or gas heaters or containers unless specifically agreed by the **Underwriters** prior to such use or storage.

CP29 VALLEY GUTTER CONDITION

It is a condition precedent to liability that all valley gutters be inspected and cleared every 6 months.

APPLICABLE TO SECTION 9 – EMPLOYERS LIABILITY; SECTION 10 PUBLIC LIABILITY
SECTION 11 – PRODUCTS LIABILITY

MARKET OPERATORS ENDORSEMENTS

PROFESSIONAL DUTIES EXCLUSION

Sections 9 and 10 of this policy do not apply to any claim loss liability cost or expense directly or indirectly arising from any breach of Professional Duty by or on behalf of the insured.

AMUSEMENTS, PYROTECHNICS, FIREARMS & WEAPONS EXCLUSION

This policy does not apply to any claim loss liability cost or expense directly or indirectly arising from or in connection with the ownership possession operation or use by or on behalf of the Insured of any mechanical or inflatable amusement devices, pyrotechnics firearms or weapons.

MARKET OPERATORS EXCLUSIONS & CONDITIONS

This policy does not apply to any claim loss liability cost or expense directly or indirectly arising from or in connection with

- a. Any activities of the Insured as a trader and/or wholesaler
- b. The liability of any trader or exhibitor

The following shall be conditions precedent to any liability of the Insurers to make any payment under Sections 8, 9 or 10 of this Policy

- i) The Insured shall obtain approval from the police and the relevant local authority for the operation of any event in connection with the Business and shall comply fully with all conditions imposed by them for the granting of such approval if required.
- ii) Each premises used by the Insured for any event in connection with the Business shall be inspected by the Insured or a duly appointed Employee on each day that it is to be used for such purposes in order to ensure that it is free from undue hazard or defects and is clear and fit for its purpose. Such inspections shall be carried out prior to any trader or member of the public being granted access to the premises and a written record of such inspection made which shall be available to the insurers upon request.
- iii) The Insured shall notify the local relevant local authorities immediately should the road and/or roads leading into or out of any premises used by the Insured for any event in connection with the business become unsafe due to mud deposited by

- vehicles entering or leaving such event and shall erect suitable signs warning motorists accordingly.
- iv) The insured shall prior to any event in connection with the Business check that all traders and exhibitors have Public Liability insurance in force for at least £1,000,000 other than Car Boots.

INJURY TO PARTICIPANTS (CONTACT SPORTS) EXCLUSIONS

Sections 9 and 10 of this policy do not apply to any claim loss liability or expense directly or indirectly arising in respect of Injury to any person participating in a contact sport.

L1 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 bona fide sub-contractor, or the waiver of any rights of recourse against any bona fide sub-contractor.

L20 RIGHTS OF RECOURSE WARRANTY

It is warranted by the Insured that the precedent to the liability of Underwriters 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.