

## LIAB002 - Bona-fide Sub-contractors Condition Precedent

It is a condition precedent to **Our** liability under the Employer's Liability, Public Liability and Products Liability Sections of this **Policy** that all bona-fide sub-contractors engaged have liability insurance in full force and effect throughout the period for which work is undertaken for **You** and which as a minimum includes:

1. Employers' Liability with a limit of indemnity of not less than £10,000,000; and
2. Public (including Pollution) and Products Liability with a limit of indemnity of not less than £5,000,000; and
3. an indemnity to principal extension; and
4. full coverage for the scope of work undertaken by the bona-fide sub-contractor for **You**.

**You** shall obtain and retain a copy of the bona-fide sub-contractor's insurance policy schedule or maintain other written evidence of the insurance in force for inspection by **Us** when required.

## LIAB009 Fireworks/Explosives and Pyrotechnics Exclusion

This **Policy** does not cover legal liability arising out of the use of any explosives, fireworks or other pyrotechnic devices.

## LIAB017- Hot Working and Use of Heat Equipment away from your Premises Condition Precedent

Exclusion 15 (Use of Heat away from your Premises) of the Public Liability Section is deleted and the following Condition Precedent is added to the Public Liability Section of this **Policy**.

It is a condition precedent to **Our** liability under the Public Liability Section of this **Policy** that when equipment specified below is used by **You** or any one working on **Your** behalf who undertake work away from **Your Premises** that on each occasion the undernoted detailed steps and precautions are undertaken.

For all hot work away from **Your Premises**:

1. the Construction (Design and Management) Regulations 2015 in respect of fire safety obligations under regulations 29 and 32 are complied with;
2. where necessary a permit to use heat is obtained from any principal, site manager or property owner.

In respect of:

3. blow lamps, blow torches, flame guns, hot air guns, oxy-acetylene, other gas or electric welding equipment or angle grinders;
  - A. prior to work commencing:
    - i. the area in which such equipment is to be used must be thoroughly examined and cleared of loose combustible materials which may be in danger of ignition within the vicinity of use, including areas above or below. Where clearance or removal is not practical or fixed combustible materials are to remain in situ, such combustible materials must be covered with overlapping sheets, blankets or screens of non-combustible material;
    - ii. where such equipment is used on walls, partitions, roofs, ceilings, floors or heat conducting materials are built into or project through these, additional precautions are required. A thorough examination of the opposite side of such wall, partition, roof, ceiling or floor to ensure it is clear of any combustible materials which may be ignited by sparks or flames or conducted heat. Where clearance or removal is not practical, such combustible materials must be covered with overlapping sheets, blankets or screens of non-combustible material or other steps and precautions must be undertaken to mitigate the risk of igniting a fire;
  - B. during work:

- i. whilst such equipment is switched on or alight it shall kept under continuous visual supervision by the user or any other designated competent person, until such time such equipment is switched off, extinguished and has cooled down after use;
  - ii. suitable fire extinguishing equipment appropriate for the work is kept available for immediate use and as near as practicable to where the work is undertaken;
  - iii. filling or refilling of gas cylinders is only to be carried out in the open outside of any building or structure;
  - iv. additional gas cylinders not in use must be safely stored in an area at least six (6) metres away from the proposed area where such equipment is being used;
- C. after work:
- i. immediately upon finishing work a thorough examination must be made in and about the area (including the other side of walls, partitions, roofs, ceilings or floors) where the work has been carried out to ensure that no ignition has taken place or for evidence of smouldering or transmission of heat which may cause a fire. Then further thorough examinations at thirty (30) and sixty (60) minute intervals afterwards or more frequently as required by any risk assessment;
4. tar/bitumen boilers, melting pots, vessels, tar pans with associated heating apparatus used for heating of bitumen, bituminous compounds, tar or similar materials;
- D. during work:
- i. whilst heating apparatus is switched on or alight it shall kept under continuous visual supervision by the user or any other designated competent person until such time such heating apparatus is switched off, extinguished and has cooled down after use;
  - ii. tar/bitumen boilers, melting pots, vessels, tar pans must be placed on a firm level surface of fire resistant material and capable of supporting the load;
  - iii. any gas cylinders must be at least three (3) metres away from the boiler during use, unless a suitable protective shield is fitted;
  - iv. suitable fire extinguishing equipment is kept in close proximity whilst heating apparatus is switched on or alight and available for immediate use;
  - v. additional gas cylinders not in use must be safely stored at least six (6) metres away from heating apparatus;
  - vi. where tar/bitumen boilers, melting pots or vessels are operated on a roof or within a building or structure they must be placed in a tray or pan with a greater capacity than the contents of the container being heated;
- E. after work:
- i. such equipment must be switched off or extinguished and thoroughly examined to ensure it has cooled down after use before moving it or leaving the site unattended.

## LIAB027 - Rights of Recourse Condition

**You** shall maintain full rights of recourse against any manufacturer or supplier from which **You** have obtained **Products** from.

## LIAB065 – Abuse Exclusion

The Public Liability Section of this **Policy** does not cover legal liability arising out of **Abuse**.

### Definition applying to this exclusion

- Abuse**
- a. Acts of hurting or injuring mentally or physically by maltreatment or ill use
  - b. Acts of forcing sexual activity, rape or molestation
  - c. Repeated or continuing contemptuous course or insulting words or behaviours

## LIAB068– Bodily Treatment Exclusion

The Public Liability and Products Liability Sections of this **Policy** do not cover legal liability arising from the provision of any medical or other bodily treatment, other than first aid services.

## LIAB126 – Use of Firearms Exclusion

This **Policy** does not cover legal liability arising out of or in connection with the use of firearms.

## LIAB147 – Amusement Exclusion

This **Policy** does not cover legal liability arising out of or in connection with the following amusements and/or activities:

- a) Mechanically or electrically powered rides of any nature (other than static coin operated rides).
- b) Children's playground and/or soft play equipment of any nature.
- c) Any equipment and/or amusement that involves the kicking and/or punching of any objects.
- d) Any equipment and/or amusement that involves the throwing and/or firing of projectiles of any nature.
- e) Any equipment and/or amusement for use outside **Your Premises**.

## PROP007 – Fixed Electrical Installation Testing Condition Precedent

It is a condition precedent to **Our** liability under this **Policy** that:

- (a) All fixed electrical installations are tested by an NICEIC (National Inspection Council for Electrical Installation Contracting) or ECA (Electrical Contractors Association) registered contractor at least once in every three (3) year period and a current IEE test certificate has been issued showing no deviations;
- (b) **You** will make any such Electrical Installation Condition Report (EICR) or IEE certificate available to **Us** or **Our** representatives on request.

## PROP028 – Waste Condition Precedent

It is a condition precedent to **Our** liability under this **Policy** that:

- (a) All trade waste and refuse is swept up and then put in waste bins at the close of business each day.
- (b) Such waste is removed from the **Premises** at regular intervals and at no time shall such waste be stored outside of designated waste bins
- (c) All oil and flammable product cloth or clothes are to be deposited into metal receptacles securely fitted with lids at the end of each working day
- (d) All waste that is stored outside of the **Building** is to be kept in purpose-built waste containers with such waste containers being stored at least 5 metres from any building, structure or item which is combustible or susceptible to **Damage** by fire including heat or smoke damage.

## PROP041 – Portable Heating exclusion

**We** shall have no liability under this **Policy** where there is use of storage of paraffin or portable electric or gas heaters at the **Premises**.