

# KennCo Underwriting Ltd.

## Liability Endorsements

### **L001 - Airside Liability Exclusion**

This Policy does not indemnify the Insured in respect of any claim arising out of work undertaken by or on behalf of the Insured in any location "airside" - that is on any part of an airport where there may be contact or work undertaken alongside aircraft.

### **L002 - Attendance Condition**

It is a condition that at least one responsible adult is in attendance at all times.

### **L003 - Bona Fide Sub-Contractors Condition**

It is a condition that whenever a bona fide sub-contractor is engaged by the Insured to perform work for the Insured or on the Insured's behalf:

- a) the Insured shall obtain confirmation that such bona fide subcontractor has in full force and effect policies covering Employers' liability with an indemnity limit of not less than €13,000,000 any one occurrence and Public/Products liability with an indemnity limit of not less than €2,600,000 any one occurrence and the Insured retains details of such insurances; and
- b) the Insured shall ensure that such policies have been extended to indemnify the Insured in respect of any liability which may attach to the Insured as a result of work performed by the bona fide subcontractor on behalf of the Insured or their principal.

For the purpose of this condition 'Bona Fide Sub Contractor' shall mean any company or firm or individual who enters into a contract with the Insured for the provision of services or the supply of goods or materials in conjunction with labour but this shall not include any firm or individual who enters into a contract of service with the Insured for supply of labour only.

**L003A - Labour Only Sub-Contractors Condition**

It is a condition of this policy that whenever a labour only subcontractor is engaged by the Insured to perform work for the Insured or on the Insured's behalf

a) the Insured shall obtain confirmation that such labour only subcontractors have in full force and effect policies covering Employers' liability with an indemnity limit of not less than €13,000,000 any one occurrence and Public/Products liability with an indemnity limit of not less than €6,500,000 any one occurrence and the Insured retains details of such insurances.

b) the Insured shall ensure that such policies have been extended to indemnify the Insured in respect of any liability which may attach to the Insured as a result of work performed by the labour only subcontractor on behalf of the Insured or their principal.

**L004 - Abuse Exclusion**

The Company will not make any payment for any claim or loss directly or indirectly due to any actual or alleged sexual molestation, corporal punishment, physical or mental abuse, assault or battery or any act or omission in respect of the prevention or suppression of such sexual molestation, corporal punishment, physical or mental abuse, assault or battery.

**L005 - Computer Installation Restriction**

This Policy does not indemnify the Insured in respect of any claim arising out of work undertaken by or on behalf of the Insured in connection with the installation of any computer equipment other than personal computers and any associated peripheral equipment.

**L006 - Depth Work Limit**

This Policy does not indemnify the Insured in respect of any claim arising out of work undertaken by or on behalf of the Insured at a depth of greater than 3 metres from the surface of the ground.

**L006A - Depth Work Limit 5 Metres**

This Policy does not indemnify the Insured in respect of any claim arising out of work undertaken by or on behalf of the Insured at a depth of greater than 5 metres from the surface of the ground.

**L007 - Efficacy Exclusion**

This Policy does not indemnify the Insured in respect of any claim arising from the failure or inadequacy (whether full or partial) of any product supplied to perform the function for which it was intended.

**L007A - Efficacy Exclusion**

This Policy does not indemnify the Insured in respect of any claim arising from the failure or inadequacy (whether full or partial) of any fire rated ducting products supplied to perform the function for which it was intended.

**L007B - Efficacy Exclusion – Fire Proofing**

This Policy does not indemnify the Insured in respect of any claim arising from the failure or inadequacy (whether full or partial) of any fire proofing products or services supplied to perform the function or serve the purpose for which it was designed, manufactured, promoted, sold or supplied including but not limited to failure due to faulty design, workmanship or installation, regardless of any contributing cause or event whatsoever.

**L008 - Fund Raising Exclusion**

This Policy does not indemnify the Insured in respect of any claim arising out of work undertaken by or on behalf of the Insured in connection with fund raising or promotional activities occurring away from the Insured's premises.

**L009 - Hazardous Premises Exclusion**

This Policy does not indemnify the Insured in respect of any claim arising out of work undertaken by or on behalf of the Insured in connection with:

- a) towers, steeples, chimney shafts, blast furnaces, dams, canals, viaducts, motorways, bridges, tunnels, wells or shafts;
- b) Collieries, mines, chemical works, gas works, oil refineries, power stations or nuclear installations/establishments;
- c) Offshore installations or bulk oil, petrol, gas or chemical storage tanks or chambers;
- d) Mainframe computers or rooms containing mainframe computers;

e) Railways, airports or aerodromes, docks, wharves, piers, harbours or ships.

**L010 - Height Work Limit**

This Policy does not indemnify the Insured in respect of any claim arising out of work undertaken by or on behalf of the Insured at a height of greater than 20 metres from the surface of the ground or if working internally 20 metres from the floor surface.

**L010A – Height Work Limit 25M**

This policy does not indemnify the Insured in respect of any claim arising out of work undertaken by or on behalf of the Insured at a height of greater than 25 metres from the surface of the ground or if working internally 25 metres from the floor surface.

**L010B – Height Work Limit 30M**

This policy does not indemnify the insured in respect of any claim arising out of work undertaken by or on behalf of the insured at a height of greater than 30 metres from the surface of the ground or if working internally 30 metres from the floor surface.

**L010C – Height Work Limit 35M**

This policy does not indemnify the Insured in respect of any claim arising out of work undertaken by or on behalf of the Insured at a height of greater than 35 metres from the surface of the ground or if working internally 35 metres from the floor surface.

**L011 - Libel and Slander Exclusion**

This Policy does not indemnify the Insured in respect of any claim arising out of work undertaken by or on behalf of the Insured in respect of the Insured's legal liability to pay compensation and claimants costs and expenses for any act of libel or slander.

**L012 - Manual Work Away Exclusion**

This Policy does not indemnify the **Insured** in respect of any claim arising out of or in connection with any work undertaken by or on behalf of the **Insured** involving manual work away from the **Insured's** premises other than collection and delivery.

**L012B - Manual Work Away**

This Policy does not indemnify the **Insured** in respect of any claim arising out of or in connection with any work undertaken by or on behalf of the **Insured** involving manual work away from the **Insured's** premises other than collection and delivery of vehicles, and occasional roadside assistance where there is no use of any form of hot work.

**L012C - Manual Work Away (Noting Tyres for LCVs)**

This Policy does not indemnify the **Insured** in respect of any claim arising out of or in connection with any work undertaken by or on behalf of the **Insured** involving manual work away from the **Insured's** premises other than collection and delivery of vehicles, and tyre repairs/fitting for vehicles with a GVW of 10 tonnes or less.

**L012D - Manual Work Away (Noting Tyres)**

This Policy does not indemnify the **Insured** in respect of any claim arising out of or in connection with any work undertaken by or on behalf of the **Insured** involving manual work away from the **Insured's** premises other than collection and delivery of vehicles, and tyre repairs/fitting.

**L012E - Manual Work Away (Diagnostics Training)**

This Policy does not indemnify the **Insured** in respect of any claim arising out of or in connection with any work undertaken by or on behalf of the **Insured** involving manual work away from the **Insured's** premises, other than offering diagnostics training.

**L012F - Manual Work Away (Auto-electrics)**

This Policy does not indemnify the **Insured** in respect of any claim arising out of or in connection with any work undertaken by or on behalf of the **Insured** involving manual work away from the **Insured's** premises other than collection and delivery of vehicles, and auto-electrical work on Cars/Light Commercial Vehicles where there is no use of any form of hot work.

**L012G - Manual Work Away (Windscreen Fitting)**

This Policy does not indemnify the **Insured** in respect of any claim arising out of or in connection with any work undertaken by or on behalf of the **Insured** involving manual work away from the **Insured's** premises other than collection and delivery of vehicles, and Windscreen repairs/fitting for Cars/Light Commercial Vehicles where there is no use of any form of hot work.

**L012H - Manual Work Away**

This Policy does not indemnify the **Insured** in respect of any claim arising out of or in connection with any work undertaken by or on behalf of the **Insured** involving manual work away from the **Insured's** premises other than collection and delivery of vehicles, occasional roadside assistance where there is no use of any form of hot work, and/or tyre repairs/fitting.

**L012J - Work Away Exclusion**

This Policy does not indemnify the **Insured** in respect of any claim arising out of or in connection with any work undertaken by or on behalf of the **Insured** involving work away from the **Insured's** premises other than collection and delivery of vehicles and occasional roadside assistance where there is no use of any form of hot work, where the business description allows for these activities.

It is noted that there is no cover in respect of any claim arising from, out of or in connection with attending trade shows or exhibitions of any type.

**L013 - Medical Malpractice Exclusion**

This policy does not indemnify the Insured in respect of any claims arising through treatment administered or failing to be administered or advice given or failing to be given or any other professional failing on the premises resulting in death, injury, accident or illness from the negligence of trained nursing and other professional or medical staff or therapists.

**L014 - Member to Member Extension**

The Company will indemnify each individual member of the Insured's club while engaged in club activities as if a separate Policy has been issued to each.

Provided that:

- a) Such member is not entitled to indemnity under any other insurance
- b) Nothing in this extension shall increase the liability of the Company to pay any amount exceeding the Limit of Indemnity of the operative events(s) regardless of the number of persons claiming to be indemnified
- c) Such members shall as though they were the Insured be subject to the terms, exceptions and conditions of this Policy as far as they can apply.

**L015 - North America Exports Excess**

The Insured shall be responsible for the first €xxxxx in respect of each and every claim for liability arising in the United States of America or Canada.

**L016 - North America Exports Extension**

In respect of claims made against the Insured in respect of liability arising in the United States of America or Canada the following conditions apply:

- a) The Limit of Indemnity shall be inclusive of claimants costs and expenses and all other costs and expenses incurred with the Company's written consent;
- b) The Company will not indemnify the Insured against liability caused by or arising from seepage, pollution or contamination;
- c) The Indemnity provided by this policy is expressed as being in respect of the Insured's legal liability to pay compensation which term shall not include any liability to pay fines, penalties, punitive or exemplary damages;
- d) All disputes concerning the interpretation of terms, conditions, limitations or exclusions contained herein is understood by both the Insured and the Company to be subject to Irish and or English law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the U.K. or Ireland and comply with all requirements necessary to give such Court jurisdiction. All matters arising hereunder shall be determined with the law and practice of such Court.

**L017 - Photography and Videography Restriction**

This Policy does not indemnify the Insured in respect of any claim arising out of work undertaken by or on behalf of the Insured in connection with:

- a) Aircraft or aircrew, marine, underwater, motor racing, news reporting, work at height or depth, war or riot zones or stunt work;
- b) Filming, photography or videography.

#### **L018 - Products Liability Exclusion**

This Policy shall not apply in respect of bodily injury or illness or loss of or damage to any property caused by or arising out of any property manufactured, sold, supplied or processed by the **Insured** or their employees.

#### **L018A - Products Liability Exclusion (specific products)**

This policy does not indemnify the Insured in respect of bodily injury or illness or loss of or damage to any property caused by or arising out of the sale and supply of [insert text here].

#### **L019 - Rights of Recourse Condition**

It is a condition that the Insured maintain full rights of recourse against any manufacturer or supplier with whom the Insured have entered into a legal contract for the provision of products.

#### **L020 - Underground Services Condition**

It is a condition that prior to commencement of work by or on behalf of the Insured all reasonable steps are taken to ascertain the position of all pipes, cables and other underground services including the inspection of plans of all such services and in particular plans held by any local or public utility company.

#### **L021 - Use of Heat Condition**

It is a condition that prior to commencement of work all the following precautions are complied with on each occasion of the use of heat (as defined below) by or on behalf of the Insured taking place elsewhere than on the Insured's own premises.

Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers.

- a) Permission to use the equipment should be obtained from a person acting for the occupier of the site and a Hot Work permit completed either in the form attached as FORM A or in a similar form provided by the occupier provided always that the completion of the Hot Work Permit shall not vary or waive any of the undertakings or conditions contained in this Clause **L021**.



- b) The area within 3 metres of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material; other combustible material must be covered by sand or over-lapping sheets or screens of non-combustible material. Openings in floors walls ceilings roofs or ducts within the Hot Work Area are to be closed covered sealed or otherwise rendered impervious to the passage of fire.
- c) At least two adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected. All persons engaged in the Hot Work shall be made aware of the location of all firefighting equipment.
- d) A fire safety check of the area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.
- e) Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use.
- f) A person must be appointed by the Insured to act as an observer to watch for signs of smoke or smouldering or flames.
- g) Gas cylinders not in immediate use be stored in the open at least 15 metres from where the heat is to be applied.
- h) Sub-paragraph 6 does not apply to the application of heat by means of blow lamps, blow torches, hot air guns or hot air strippers.

Use of asphalt, bitumen, tar, pitch or lead heaters.

The heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

#### **L022 - Use of Heat Exclusion**

This Policy does not indemnify the Insured in respect of any claim arising out of or in connection with any work undertaken by or on behalf of the Insured involving the application of heat away from the Insured's premises.

#### **L023 - Use of Heat Restriction**

This Policy does not indemnify the Insured in respect of any claim arising out of or in connection with any work undertaken by or on behalf of the Insured involving the application of heat, electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers.

#### **L024 - Watercraft, Aircraft and Motor Exclusion**

This Policy does not indemnify the Insured in respect of Bodily Injury or loss of or damage from products which at the time of the contract of sale or supply were sold or supplied for use in Watercraft, Aircraft or any safety critical parts of motor vehicles.

#### **L025 - Woodworking Machinery Exclusion**

This Policy does not indemnify the Insured in respect of any claim arising out of work undertaken by or on behalf of the Insured in connection with the use of powered woodworking machinery other than:

- a) Lathes
- b) Fret saws
- c) Boring or sanding machines;
- d) Portable hand tools.

#### **L025A Use of Wood Working Machines Restriction**

This Policy does not indemnify the Insured in respect of any claim arising from or out of or in connection with the use by employees of the Insured, other than the Working Directors, of powered wood working machinery.

The expression "wood working machinery" shall not be deemed to include:

- a) Lathes
- b) Fret Saws
- c) Boring or Sanding Machines
- d) Mechanically driven portable tools applied to the work by hand other than chain saws.

#### **L025B - Woodworking Machinery Exclusion**

This Policy does not indemnify the **Insured** in respect of any claim arising out of work undertaken by or on behalf of the **Insured** in connection with the use of powered woodworking machinery.

#### **L026 - Guard Dogs**

The **Company** will not indemnify the Insured in respect of any liability whatsoever arising in connection with the ownership possession and/or use of guard dogs.

#### **L027 - Roofing/Demolition**

The Company will not indemnify the Insured in respect of any liability whatsoever arising from:

- a) Any roofing work involving tiling, slating, cladding or felting by the Insured or by any Employee of the Insured unless such work forms part of an overall contract undertaken by the Insured for construction of the said property;
- b) Pile driving or underpinning;
- c) Any work of demolition unless such work forms an ancillary part of a contract for construction, alteration or repair carried out by the Insured.

#### **L028 - Property Repairs Endorsement**

The Employers Liability Section of this Policy also applies in respect of the repair or renovation of the **Insured's** own property and/or property for which the **Insured** acts as agent or factor.

#### **L029 - Food and Drink Endorsement**

It is agreed that this Section extends to cover the Insured's legal liability for accidental Bodily Injury caused by or attributable to poisonous or foreign or deleterious matter in food and/or drink sold or used or supplied by the Insured at or from the premises described herein.

Provided that:-

- a) the liability of the Company under this Endorsement is limited in the amount of that stated in the Schedule in any one Period of Insurance;
- b) the Company shall not be liable hereunder unless the Insured, shall at all times, take every possible precaution to prevent the sale or use or supply of food and/or drink which is not in good condition free from contamination and fit for human consumption.

#### **L030 - Disco/Dances/Functions**

It is a condition that no discos, dances or functions are held on the premises.

#### **L031 - Property Owners Liability Endorsement**

The indemnity granted by the Public Liability Section of the Policy at Sub section 4(a) applies only in respect of the Insured's liability for claims arising directly as a result of defects on the premises at the Risk Address and it shall be the responsibility of the owner or occupier of the premises at the Risk Address to effect their own Public Liability Insurance to cover any claims arising from the trade or business being carried out at the Risk Address.

#### **L031B - Property Owners Liability Endorsement**

The indemnity granted by the Public Liability Section of this Policy applies in respect of the **Insured's** legal liability as within defined arising from defects in the premises if it is owned by the **Insured** (and/or owned by the Partners/Directors of the **Insured** if agreed). This extension will not be valid however should any trade or business be carried out at this premises other than that of the **Insured**, and this Policy shall not indemnify the **Insured** in respect of any claim arising from or out of or in connection with any trade or business carried out at the Premises by any party other than the **Insured**.

#### **L031C - Property Owners Liability Endorsement**

Where the **Insured** is the Property Owner of the premises, the indemnity granted by the Public Liability Section of the Policy applies in respect of the **Insured's** liability for claims arising directly as a result of defects on the premises at the Risk Address and it shall be the responsibility of the owner or occupier of the premises at the Risk Address to incept and maintain their own Public Liability Insurance to cover any claims arising from the trade or business being carried out at the Risk Address. This cover applies in respect of tenancies which have been noted and agreed in writing with KennCo Underwriting Ltd. only.

#### **L032 - Risk Address**

It is hereby noted and agreed that the risk address is as above and elsewhere as required in the course of the business.

#### **L033 - Gas Work Exclusion**

This Policy shall not indemnify the Insured in respect of any loss arising in connection with any work of installation alteration or repair of gas appliances or gas system.

**L034 - Excluding Directors**

This Policy does not indemnify the **Insured** in respect of any claim arising in connection with Bodily Injury sustained by any Director of the **Insured** notwithstanding the existence of any contract of employment.

In consequence of the foregoing the amount of wages salaries and other earnings paid by the **Insured** and on which the premiums for this Policy are based shall be exclusive of such payments to Directors of the **Insured**.

**L035 - Bouncers/Security Staff**

It is hereby noted and agreed that this policy does not indemnify the Insured in respect of any claim arising from:

- a) a deliberate act or omission of the Insured their servants agents or employees or the employees of any person or company providing security services to the Insured and which could reasonably have been expected having regard to the nature and circumstances of such act or omission and
- b) Any occurrence which results in injury sustained as a result of physical assault inflicted by the Insured any employee of the Insured any servant or agent of the Insured or any person acting for and on behalf of the Insured providing door and related security services

For the purpose of this endorsement "physical assault" refers to the intentional or reckless application of force likely to cause an impact on the body of another.

**L036 - Excluded Residents**

The Company shall not indemnify the Insured against liability arising from, or out of, or in connection with any unaccompanied minor or mentally disturbed persons who are accepted as residents on either a permanent or temporary basis.

**L037 - Bouncers/Security Staff Exclusion**

This Policy does not indemnify the Insured in respect of Bodily Injury to any person acting as a security person, bouncer or door person.

**L038 - Gas Safety**

This Policy shall not indemnify the Insured in respect of any loss arising in connection with any work of installation alteration or repair of gas appliances or gas systems unless the gas supply is turned off at an adequate valve control point. This restriction shall not apply whilst the Insured is testing or commissioning the appliance or system following its installation alteration or repair.

**L039 - Demolition Exclusion**

This Policy does not indemnify the Insured in respect of any claim arising in connection with breaking up or demolishing buildings works machinery or material of any description.

**L040 - Roofing Work Exclusion**

The Company will not indemnify the Insured in respect of any liability whatsoever arising from any roofing work involving tiling, slating, cladding or felting by the Insured or by any Employee of the Insured.

**L041 - Roof Glazing Exclusion**

The Company will not indemnify the Insured in respect of any liability whatsoever arising from roof glazing by the Insured or by any Employee of the Insured.

**L041A - Roof Glazing Condition**

The Company will not indemnify the Insured in respect of any liability whatsoever arising from roof glazing, by the Insured or by any Employee of the Insured, which exceeds 5% of the overall turnover

**L042 - Professional Risks**

This Policy does not indemnify the Insured in respect of any claim arising in connection with any breach of professional duty or service whether of omission or commission.

**L042B - Professional Risks (DOE Testing)**

This Policy does not indemnify the **Insured** in respect of any claim arising from, out of or in connection with any breach of professional duty or service arising from, out of or in connection with DOE testing, whether of omission or commission.

**L043 - Spray Drift**

It is hereby noted and agreed that this Policy excludes the first €2,500 of each and every claim arising in connection with spray drift.

**L044 - Data Loss Inaccuracy and Failure to Supply**

This Policy shall not apply to liability in respect of loss of data or provision of incorrect data or failure to supply data.

**L045 - Public Road/Footpath Exclusion**

This Policy does not indemnify the Insured in respect of any claim arising out of work undertaken by or on behalf of the Insured on any public road or public footpath.

**L046 - Tree Felling/ Lopping Exclusion**

This Policy does not indemnify the Insured in respect of any claim arising from tree felling or lopping.

**L047 - Attendance Condition**

It is a condition that at least one responsible adult is in attendance at all times when a bouncing castle is being used.

**L048 - Errors & Omissions**

This policy excludes liability arising from errors or omissions in printing.

**L049 - Catering Warranty**

This Policy shall not indemnify the Insured in respect of any loss arising in connection with the use of deepfat fryers on Third Party Premises.

**L050 - Tyre Exclusion**

The Indemnity provided by the Products Liability section of this Policy does not apply in respect of tyre sales, fitting, distribution or supply.

**L051 - Agricultural Vehicles or Machinery**

The Company will not indemnify the **Insured** in respect of any liability whatsoever arising from work undertaken on agricultural vehicles or machinery.

**L051B - Agricultural Vehicles or Machinery Exclusion (Amended for Tractors)**

The **Company** will not indemnify the **Insured** in respect of any liability whatsoever arising from, out of or in connection with work undertaken on agricultural vehicles or machinery, with the exception of servicing/repairing or tyre fitting for tractors.

**L051C - Agricultural Vehicles or Machinery Exclusion (Amended for Tractor Tyres)**

The **Company** will not indemnify the **Insured** in respect of any liability whatsoever arising from, out of or in connection with work undertaken on agricultural vehicles or machinery, with the exception of the occasional tyre repair/fitting for tractors.

**L051D - Agricultural Vehicles or Machinery Exclusion (Tyres Only)**

The **Company** will not indemnify the **Insured** in respect of any liability whatsoever arising from, out of or in connection with agricultural vehicles or machinery, with the exception of tyre repairs/fitting.

**L051F - Agricultural Vehicles or Machinery (Amended for Tractors)**

The Company will not indemnify the **Insured** in respect of any liability whatsoever arising from work undertaken on agricultural vehicles or machinery, with the exception of tractors.

**L053 - Minimum & Deposit Premiums**

It is hereby noted and agreed that the premium applicable to this Section of the Policy is a Minimum & Deposit Premium.



**L053A - Minimum & Deposit Premiums (Amended)**

It is hereby noted and agreed that the premium applicable to this Section of the Policy is ninety percent Minimum & Deposit Premium.

**L054 - Sporting Activities Exclusion**

This Policy shall not indemnify the Insured in respect of any claim arising from injury to any person whilst engaged in or participating in any sporting activities, or any health or keep fit exercise, exertion activity or task.

**L055 - Treatment Risk**

The indemnity provided by Sections 5 & 6 Public and Products Liability is extended to indemnify the Insured in respect of treatment given in connection with the Business as described on the Policy Schedule but excludes:

- a) Face lifting, plastic surgery, hair transplanting, botox treatment or similar injection treatment
- b) The act or default of any person having less than two years of continuous employment in hairdressing or beauty treatment whilst engaged in dyeing, tinting, permanent waving or other special treatment of the hair or scalp, eyebrow plucking or shaping, dyeing or manicure or the administration of ultraviolet ray, vibro massage or electrolysis treatment unless such person is working under the supervision of a qualified operator. However, this exclusion does not apply to a suitably qualified person or to an assistant acting in a minor capacity only.
- c) Any preparation or other goods manufactured or made up to a specification or formula of the Insured
- d) Any treatment, including ear piercing, which involves puncturing or cutting the skin

It shall be a condition under this Section that employees not holding an appropriate qualification for the provision of a treatment be given appropriate training in the application of that treatment before being allowed to operate unsupervised.

It shall be a condition under this Section that the Insured or any director, principal, partner or employee of the Insured will never use any hair dye, waxing, eye care or other treatment without first making all tests, including patch tests, required or recommended by the manufacturers, makers or vendors of such treatment on the person receiving treatment prior to the first such treatment.

Should the result of the test prove unsatisfactory the Company will not be responsible for any consequence whatsoever which may arise from proceeding with such hair dyeing, waxing, eye care or other treatment.

A record of the test must be kept and signed by the person receiving treatment.

The same brand of product used for the successful test must be used in any subsequent treatment.

The maximum amount payable in respect of liability arising out of treatment given will be €500,000 in respect of all claims occurring in any one Period of Insurance.

**L056 - Sunbeds and Solaria Exclusion**

This Policy shall not indemnify the Insured in respect of any claim arising from Sunbeds or Solaria

**L057 - Loss or Duplication of Keys**

The Company will pay the reasonable cost of replacement of locks or lock mechanisms and keys in respect of doors necessary to maintain the security of any third party premises where the Insured is contracted to carry out contract cleaning work

- a) resulting from accidental loss
- b) where there is reasonable evidence that such keys have been copied by an unauthorised person

The most the Company will pay is €5,000 in any one period of Insurance.

**L058 - Roof Cleaning Exclusion**

The Company will not indemnify the Insured against any liability arising from, or out of, or in connection with the cleaning, restoration or repair of roofs and/or chimneys.

**L059 - Vehicle Breaking/Dismantling Exclusion**

The Company will not indemnify the Insured in respect of any liability whatsoever arising from the dismantling and/or breaking up of any vehicle.

**L060 - Motor Vehicle Exclusion**

The indemnity granted by the Public Liability section of the policy shall not apply to or include damage to or theft of any motor vehicle whether belonging to the residents of the house or any other third party.

**L061 - Residents Property Exclusion**

This policy does not indemnify the Insured in respect of claims arising from loss of or damage to resident's property and/or personal effects.

**L062 - Equipment Exclusion**

This policy does not cover accidents caused by or resulting from or happening in connection with lawn mowers, ladders or other equipment the property of or supplied by the Insured.

**L063 – Structural Steelwork Exclusion**

This Policy does not indemnify the Insured in respect of any claim arising from or out of or in connection with any structural steelwork undertaken. The term "structural steelwork" includes the erection of columns, beams, rafters, purlins, girts, bridging and fly bracing beams and other related steelwork.

**L064 - Excluding Slaughtering**

The Company shall not indemnify the Insured against liability arising out of animal slaughtering.

**L065 - Swimming Pool Condition**

It is a condition in respect of swimming pools that:

- a) the pool must be adequately supervised whilst in use;
- b) suitable depth signs must be clearly visible in the pool area; and
- c) the pool must be capable of being closed off to prevent access when closed.

**L066 - Building Work Exclusion**

This Policy does not indemnify the Insured in respect of any claim arising in connection with any work of building construction, reconstruction, structural alteration or demolition.

**L067 - Security Staff Requirements**

It is a condition that any individual acting as a doorman, bouncer or security personnel holds a relevant current licence as required by the Private Security Services Act of 2004 or any amending legislation.

**L068 - Carriage of Hazardous Good Exclusion**

The **COMPANY** shall not indemnify the **INSURED** under this Insurance against liability arising from

- a) any vehicle carrying Explosive and Radioactive Materials as defined under The United Nations Model Regulations on the Transport of Dangerous Goods 14<sup>th</sup> revised edition (2005) Classifications 1 & 7 and any subsequent Acts & Regulation that apply.
- b) Any vehicle carrying inflammable liquids or gases in road or container tankers.

**L068A - Hazardous Goods Exclusion**

The Company shall not indemnify the Insured against liability arising from or out of or in connection with the handling, use or storage of:

- a) Any Explosive or Radioactive Materials as defined under The United Nations Model Regulations on the Transport of Dangerous Goods 14<sup>th</sup> revised edition (2005) Classifications 1 & 7 and any subsequent Acts & Regulation that apply;
- b) Any inflammable liquids or gases.

**L068B - Hazardous Goods Exclusion**

This policy is inoperative in respect of claims resulting from or arising out of the handling carriage or transport of any substance or thing which is explosive, toxic, inflammable, radioactive, corrosive or otherwise of a hazardous nature.

**L069 - Entertainment Restriction**

The Company will not indemnify the Insured in respect of any liability caused by or arising from authorised music, dancing or entertainment held on the Insured's premises other than:

- a) musicians (other than Disc Jockeys) performing where there is no cover charge or entrance fee
- b) impromptu music sessions held by customers for their own entertainment
- c) raffles or draws held for the benefit of the Insured's customers or charity
- d) private functions where there is no cover charge or entrance fee

**L070 - Safety Critical Parts Exclusion**

This Policy does not indemnify the Insured in respect of any claim arising from or out of or in connection with any product which is manufactured, supplied, altered and/or repaired by the Insured or any employee of the Insured which at the time of the contract of sale or supply were sold or supplied for use in any safety critical part of motor vehicles, locomotives, marine vessels, aircraft and/or medical devices. The term “safety critical parts” are material components that may influence the safety and/or performance of a device.

**L070A - Safety Critical Parts Exclusion**

This policy does not indemnify the Insured in respect of bodily injury or loss of or damage from products which are sold, supplied, serviced or altered which are designed for use in or incorporated into or onto any aircraft and/or aerial device and/or motor vehicle and/or watercraft device or which can be used to control the navigation or safety of any of the foregoing devices.

**L071 - Split Rim Wheels**

It is a condition under this Policy that the inflation of split rim wheel tyres is undertaken in a strong firmly secured cage, or using a horizontal stool and associated clamping mechanism.

**L072 - Childcare Condition**

It is a condition in respect of Kids Club activities that:

- a) criminal background checks are completed for all staff hired & or providing Kids Club activities;
- b) a signed register for the attendance of children is maintained, along with an authorised list of persons who can collect each child as prior agreed in writing by the parent(s) or guardian(s).

**L073 - Absolute Pyrite Exclusion**

This Policy shall not indemnify the Insured in respect of any claim arising from or out of or in connection with the supply, distribution or installation of any Products or materials containing or alleged to contain Pyrites or any form thereof or from Pyritic heave or allegations of same or from legal or other fees and expenses arising from same.

The Company will have no obligation to defend actions for damages arising from the foregoing.

#### **L074 - Excluding Silica Related Occupational Disease**

This Policy shall not indemnify the Insured against liability arising from or out of or in connection with Silica Related Occupational Disease

#### **L075 - Subsidence and/or Landslip Exclusion**

The Company shall not indemnify the Insured against liability arising from or out of or in connection with:

- a) subsidence or other land movement including but not limited to collapse or settlement or heave or landslip and/or
- b) de-watering or flood or seepage or ingress of water

which is in any way attributable to quarrying and/or mining and/or excavations and/or tunnelling and/or any other underground workings irrespective of when conducted or undertaken and whether or not by or on behalf of the Insured.

#### **L076 - Bona Fide (Explosives) Subcontractors Condition**

It is a condition that all blasting and/or explosive work is carried out on the Insured's behalf by BFSC Explosives Contractor as sub-contractors and that:

- a) the Insured shall engage such sub-contractors on formal written contract conditions requiring that they provide a formal indemnity to the Insured in respect of liability arising out of such sub-contractors operations errors or omissions
- b) the Insured has taken all reasonable measures prior to works by such sub-contractors commencing to ensure that all such sub-contractors have Employers Public and Products Liability Insurance in respect of their liability at law and that such insurance provides a Limit of Indemnity of not less than that provided by this Policy and has been extended to indemnify the Insured as Principal
- c) the payments to such sub-contractors have been reasonably estimated and declared to the Company in the original proposal and are included in any end of year declaration to the Company for adjustment of premium in accordance with the Premium Adjustment General Policy Condition

the Insured shall make such sub-contractors aware of the terms and conditions of this Policy and such sub-contractors shall be the subject to the terms and conditions of this Policy in so far as they can reasonably apply

**L077 - Landfill and Other Waste Site Exclusion**

The Company shall not indemnify the Insured against liability arising from, or out of, or in connection with the ownership, operation, or use, of any land-fill sites, waste disposalsites, transfer stations, civic amenity sites, or waste incinerators.

**L078 - Blasting and Explosive Work Exclusion**

The Company shall not indemnify the Insured against liability arising from or out of or inconnection with blasting and/or the use of explosives unless undertaken by a BFSC Explosive Contractor that complies with L076 – Bona Fide (Explosives) Subcontractors Condition of the Policy

**L079 - Manual Handling Condition**

It is a condition that all employees receive manual handling training from a qualified manual handling instructor. A record of this training must be maintained by the Insured for inspection by the Company.

**L080 - Forklift Truck Condition**

It is a condition that the following procedures are followed in relation to forklift trucks:

- a) Operatives must be at least 18 years of age
- b) Operatives must:
  - i) Have completed a training course in the safe use of forklift trucks through an Accredited Training Provider
  - ii) Complete a refresher course within 5 years of the initial training programme and
  - iii) The Insured must retain appropriate documentation verifying a and b above
- c) Whenever a forklift truck is unattended the ignition keys must be removed or the vehicle otherwise immobilised to prevent unauthorised use
- d) The carriage of passengers or unauthorised use of application as a tool outside of the design capabilities of the vehicle is prohibited at all times
- e) Operatives must engage safety restraints whenever such restraints have been fitted to the vehicle

**L081 - Window Cleaning Condition**

The Company will not indemnify the Insured against any liability arising from, or out of, or in connection with window cleaning undertaken on ladders or any other platform.

**L082 - Chromated Copper Arsenate (CCA) Exclusion**

This Policy does not indemnify the Insured in respect of Bodily Injury, property damage, personal injury or advertising injury arising out of or caused directly or indirectly, in whole or in part, by the use or existence of:

- a) Chromated copper arsenate; or
- b) Any product or material which contains chromated copper arsenate; or
- c) Any product or material to which chromated copper arsenate has been applied by any party (including, but not limited to, any manufacturer, processor or distributor of such products or materials).

**L083 - Manufacturer's Guards and Safety Devices Condition**

It is a condition that all machinery is fitted with the manufacturer's guards and safety devices and that all such guards and safety devices shall be maintained in good order throughout the currency of this Insurance and that they are in full and effective operation at all times.

**L084 - Car Park Liability**

It is a condition that the Insured displays copies of Notices set out in the schedule of the Hotel Proprietors Act 1963, strictly in accordance with the provisions of Section 7 of the Act.

- a) The Company will only indemnify the Insured in respect of loss or damage to motor vehicles belonging to a person who is a guest of the Insured provided that:
  - The owner of the motor vehicle has arranged sleeping accommodation with the Insured, and
  - The motor vehicle is parked in one of the designated parking spaces belonging to the hotel, and
  - The Insured was notified that the guest has brought a motor vehicle to the hotel.
- b) The limit of liability for this extension is €25,000 during any period of insurance.



#### **L085 - Work at Height Platform Conditions**

It is a condition that any work above ground level and/or internally above any existing floor level is:

- a) carried out from a safe and secure Working Platform and/or
- b) carried out on a ladder which does not exceed 5 metres in length and is:
  - i) resting on a firm level surface
  - ii) secured at the top and/or secured at the bottom using suitable stops and or footed at the base by a second person until the user has returned to the bottom.

Working Platform means any platform used as a place of work or as a means of access to or egress from a place of work, including any scaffold, suspended scaffold, cradle, mobile platform, trestle, gangway, gantry and stairway that is so used.

#### **L086 - Excluding Contaminated Motor Fuel**

Notwithstanding anything to the contrary contained herein the **Company** shall not indemnify the **Insured** in respect of any claim arising from, or out of, or in connection with contaminated motor fuel.

#### **L087 - Excluding Pollution and/or Contamination**

Notwithstanding anything to the contrary contained herein the **Company** shall not indemnify the **Insured** in respect of any liability:

- a) for personal injury or bodily injury or financial loss or loss or damage to or loss of use of property directly or indirectly arising out of the discharge, disposal, transportation, dispersal, release or escape of motor fuel;
- b) for the cost of removing, nullifying or cleaning up of motor fuel;
- c) for fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, disposal, transportation, dispersal, release or escape of motor fuel.

#### **L088 - Inflation of Tyres**

It is a condition that the inflation of all tyres above a 3 bar pressure must be undertaken:

- Within a purpose built tyre inflation cage and the tyres are to be inflated using a long hose which enables the employee to stand a safe position away from any potential explosion trajectory and/or
- Using a secured horizontal stool and clamping mechanism and the tyres are to be inflated using a long hose which enables the employee to stand a safe position away from any potential explosion trajectory.

#### **L089 - Excluding Food Preparation**

The Company shall not indemnify the Insured against liability arising from, or out of, or in connection with the preparation and/or cooking of food by residents.

#### **L090 - Excluded Activities**

The Company shall not indemnify the Insured against liability arising from, or out of, or in connection with any:

- a) Playground and/or play area belonging to or under the control of the insured
- b) Swimming pool and/or gymnasium or sports hall belonging to or under the control of the insured
- c) Bouncy Castle or Trampoline

#### **L091 - Medical Treatment Exclusion**

The Company shall not indemnify the Insured against liability arising from, or out of, or in connection with any treatment or advice, remedial, professional or otherwise, administered or omitted by the Insured or by any servants or agents of the Insured. Furthermore, The Company shall not be liable for any injuries sustained or manifested to any persons as a result of an incorrect & inappropriate pre or post injury protocol or for failing to have any such protocol in place.

#### **L092 – Cross Liability Clause**

If there is more than one Insured specified in the Schedule of Cover this Policy shall apply separately to each one as if a separate policy had been issued to each but the total liability of the Company shall not exceed the Limit of Indemnity.

**L093 - Hazardous Work Exclusion – General Builders (15% Roofing)**

The Company shall not indemnify the Insured against liability arising from, or out of, or in connection with:

- a) Stand-alone roofing contracts which accumulatively exceed 15% of the annual turnover in the twelve month period up to the date of the accident/incident giving rise to the claim. Furthermore any roofing work undertaken within these criteria does not include the use of electric, oxy- acetylene or other welding plant. However, subject to the provisions of Endorsement *L021 – Use of Heat Clause*, heat work using hand held kerosene or LPG canister type blow lamps, blow torches, flame guns and hot air guns suitable for low temperature applications such as soldering, brazing, or melting roof tar are permitted;
- b) Piling, ground stabilisation underpinning or dewatering;
- c) Any work of demolition unless such work forms an ancillary part of a contract for construction, alteration or repair carried out by the Insured;
- d) Water diversions, flood protection or sea defences;
- e) Scaffolding under separate contract.

**L093A - Hazardous Work Exclusion – General Builders (5% Roofing)**

The Company shall not indemnify the Insured against liability arising from, or out of, or in connection with:

- a) Stand-alone roofing contracts which accumulatively exceed 5% of the annual turnover in the twelve month period up to the date of the accident/incident giving rise to the claim. Furthermore any roofing work undertaken within these criteria does not include the use of electric, oxy- acetylene or other welding plant. However, subject to the provisions of Endorsement *L021 – Use of Heat Clause*, heat work using hand held kerosene or LPG canister type blow lamps, blow torches, flame guns and hot air guns suitable for low temperature applications such as soldering, brazing, or melting roof tar are permitted;
- b) Piling, ground stabilisation underpinning or dewatering;
- c) Any work of demolition unless such work forms an ancillary part of a contract for construction, alteration or repair carried out by the Insured;
- d) Water diversions, flood protection or sea defences;
- e) Scaffolding under separate contract.

**L093B - Hazardous Work Exclusion – General Builders (10% Roofing)**

The Company shall not indemnify the Insured against liability arising from, or out of, or in connection with:

- a) Stand-alone roofing contracts which accumulatively exceed 10% of the annual turnover in the twelve month period up to the date of the accident/incident giving rise to the claim. Furthermore any roofing work undertaken within these criteria does not include the use of electric, oxy- acetylene or other welding plant. However, subject to the provisions of Endorsement L021 – Use of Heat Clause, heat work using hand held kerosene or LPG canister type blow lamps, blow torches, flame guns and hot air guns suitable for low temperature applications such as soldering, brazing, or melting roof tar are permitted;
- b) Piling, ground stabilisation underpinning or dewatering;
- c) Any work of demolition unless such work forms an ancillary part of a contract for construction, alteration or repair carried out by the Insured;
- d) Water diversions, flood protection or sea defences;
- e) Scaffolding under separate contract.

**L093C - Hazardous Work Exclusion – General Builders (20% Roofing)**

The Company shall not indemnify the Insured against liability arising from, or out of, or in connection with:

- a) Stand-alone roofing contracts which accumulatively exceed 20% of the annual turnover in the twelve month period up to the date of the accident/incident giving rise to the claim. Furthermore any roofing work undertaken within these criteria does not include the use of electric, oxy- acetylene or other welding plant. However, subject to the provisions of Endorsement L021 – Use of Heat Clause, heat work using hand held kerosene or LPG canister type blow lamps, blow torches, flame guns and hot air guns suitable for low temperature applications such as soldering, brazing, or melting roof tar are permitted;
- b) Piling, ground stabilisation underpinning or dewatering;
- c) Any work of demolition unless such work forms an ancillary part of a contract for construction, alteration or repair carried out by the Insured;
- d) Water diversions, flood protection or sea defences;
- e) Scaffolding under separate contract.

**L094 – Windscreen Endorsement**

It shall be a condition that all glass fitted meets the E2 Stamp of European Approval, and also that all windscreen repairs meet the BS Codes of Practice BS AU242 and BS AU251.

**L095 – Minimum Qualifications Condition**

It shall be a condition that all employees hold at a minimum a suitable gym instructors qualification that is accredited at European Qualification Framework (EQF) Level 3.

**L100 – Treatment Risk Exclusion**

This Policy does not indemnify the Insured in respect of any claim arising from or out of or in connection with any treatment given or administered and or and any advice given on nutrition.

**L101 - Health Screening Condition**

It shall be a condition that all gym users and class participants complete an appropriate Health Screening Form before using any of the facilities and these forms are retained by the Insured for inspection by the Company.

**L103 - Second Hand Parts, Accessories or Machinery Exclusion**

The policy does not indemnify the **Insured** in respect of any claim arising from, or out of, or in connection with the sale and/or supply of second-hand parts, accessories or machinery.

**L103B - Second Hand or Reconditioned Parts or Accessories Exclusion**

The policy does not indemnify the **Insured** in respect of any claim arising from, or out of, or in connection with the sale and/or supply of second-hand or reconditioned parts or accessories.

**L104A - Products Liability Exclusion (EU)**

The policy does not indemnify the **Insured** in respect of any claim arising from, or out of, or in connection with the sale and/or supply of any product which is manufactured in and/or supplied from any country outside of the member states of the European Union.

**L104B - Products Liability Exclusion (EU/UK)**

The policy does not indemnify the **Insured** in respect of any claim arising from, or out of, or in connection with the sale and/or supply of any product which is manufactured in and/or supplied from any country outside of the member states of the European Union or the United Kingdom.

**L105 - Carriage of Dangerous Goods**

It is a condition that the **Insured** is compliant with the legislation and regulations outlined by the Health & Safety Authority (HSA) in connection with the Carriage of Dangerous Goods by Road and the Storage of Fuel.

**L106 - Third Party Working Risk Exclusion**

The following is excluded:

Any accident injury loss damage or liability while any vehicle is operating as a tool of trade and such vehicle or plant forming part of such vehicle or attached thereto is designed to operate as a tool of trade (except so far as is necessary to meet the requirements of Road Traffic Legislation).

**L107 - Excluding Mechanical Repairs to Fire Engines**

The policy does not indemnify the **Insured** in respect of any claim arising from, out of, or in connection with mechanical repairs to Fire Engines/Fire Trucks.

**L107B - Excluding Emergency Vehicles**

The policy does not indemnify the **Insured** in respect of any claim arising from, out of, or in connection with work carried out on Fire Engines/Fire Trucks or any other emergency vehicles.

**L109 - Commercial Vehicle Roadworthiness Testing**

From the CVRT (D.O.E) perspective this Policy will provide cover in respect of the work the **Insured** undertakes as part of the CVRT testing or inspection of a customer's vehicle and also in the omission of work that the **Insured** should have completed as part of the CVRT test as outlined in the CVRT test requirements as set out by SI No 771 of 2004 European Communities (Vehicle Testing) Regulations (or any subsequent or updated regulations that may apply).

In no circumstances will this Policy provide cover where the work completed or omitted by the **Insured** results in no actual bodily injury or third party property damage.

Indemnity is subject to:

- The **Insured** carrying out CVRT in accordance with SI No 771 of 2004 European Communities (Vehicle Testing) Regulations, or any subsequent or updated regulations that may apply
- Compliance with the requirements set out in [www.cvrt.ie](http://www.cvrt.ie)\*\*
- All other conditions, endorsements and wordings on the Policy.

\*\*Should this website be moved or removed it is the policyholder's responsibility to ensure to keep up to date with all relevant guidelines and requirements.

#### **L110 - Fuel Rescue**

The policy does not indemnify the **Insured** in respect of any claim arising from, out of, or in connection with home fuel rescue or from, out of, or in connection with industrial or domestic oil tanks, or with any work or activity carried out or performed outside of motor trade activities.

#### **L111 - Service Records**

It is a condition that:

- a) full service records are kept in relation to all repairs and servicing including the supply and sale of spare parts and accessories for the period of two years and are available for inspection by The Company at any time; and
- b) all vehicles are fully serviced in accordance with the manufacturer's guidelines.

#### **L112 - Mechanic Requirements**

It is a condition that all servicing and repair work for HGVs is carried out by employees who have successfully completed the FAS HGV Mechanic apprenticeship course and have a minimum of three years post apprenticeship experience working on HGVs unless otherwise agreed in writing by the **Insurer**.

**L112B - Mechanic Requirements**

It is a condition that all servicing and repair work for HGVs is carried out by or signed off by employees who have successfully completed the FAS HGV Mechanic apprenticeship course and have a minimum of three years' post apprenticeship experience working on HGVs unless otherwise agreed in writing by the **Insurer**.

**L113 - Inspection/Engineering Cover**

It is a condition that the Insured ensures that an Inspection/Engineering Insurance policy is in place at all times for the duration of this Policy and that the regular inspection of all plant, machinery, lifting equipment or pressurised equipment is carried out compliant with all statutory regulations and requirements.

**L114 - Acid Baths**

This Policy shall not indemnify the **Insured** in respect of any claim arising from or out of or in connection with acid baths.

**L115 - Excluding Camping Facilities**

The Company shall not indemnify the Insured against liability arising from, or out of, or in connection with any camping or campsite facilities provided for the erection of tents, tipis or the occupation or use of any caravan, camper van and or mobile home.

**L116 – Solar Panels Exclusion**

The Company will not indemnify the Insured in respect of any liability whatsoever arising from the sale, supply, installation, repair or maintenance of solar panels by the Insured or by any Employee of the Insured.

**L117 – Reconditioning/Refurbishments Exclusion**

The Company will not indemnify the **Insured** in respect of any liability whatsoever arising from, out of or in connection with the reconditioning or refurbishment of parts or accessories, or with parts/accessories that have been reconditioned or refurbished.



#### **L117B – Reconditioning/Refurbishments Exclusion**

The Company will not indemnify the **Insured** in respect of any liability whatsoever arising from, out of or in connection with the reconditioning/refurbishment of parts or accessories and/or the rebuilding/reconditioning of engines, or with parts/accessories that have been reconditioned/refurbished and/or the sale/supply of used/reconditioned/rebuilt engines.

#### **L118 – Housekeeping Condition**

It is a condition that the **Insured** shall keep all work areas and all other areas of the premises neat and orderly, ensuring that all areas are free of slip and trip hazards and that all waste, debris and refuse will be swept up/cleared up daily and kept in bags or bins and removed from the premises at least once a week.

#### **L119 – Property Seizure/Repossessions Exclusion**

It is a condition that the **Insured** does not undertake any work for, or on behalf of, or connected to the following parties:

- An Gardaí Síochana
- Any party engaged in property repossessions or seizures

The Company shall not indemnify the **Insured** against liability arising from, or out of, or in connection with the above.

#### **L120 – Safety Statements**

It is a condition that a site specific Safety Statement is in place for each risk address in compliance with S. 19 & 20 of the Safety Health and Welfare at Work Act 2005 (and any subsequent act), and it is required that these Safety Statements include comprehensive Risk Assessments.

#### **L121 – Motorsport / Racing / Rallying Exclusion**

The Company will not indemnify the **Insured** in respect of any liability whatsoever arising from, out of or in connection with motorsport, racing or rallying.

#### **L122 – Exclusion for Written Off Vehicles**

The Company will not indemnify the **Insured** in respect of any liability whatsoever arising from, out of or in connection with repairing/servicing or working on any “damaged repairable” vehicle or any vehicle which has been declared a Category C or Category D Write-Off.

#### **L123 – Forklift Exclusion**

The Company will not indemnify the **Insured** in respect of any liability whatsoever arising either directly or indirectly from, out of or in connection with the use of or ownership of a forklift.

#### **L125 – Tyres Condition**

It is a condition, unless otherwise agreed in writing with KennCo, that the **Insured** complies with the following:

- All tyres (new, used, or otherwise) which are stored indoors must be stored on racking which is fixed to the floors/walls
- All other used tyres are to be kept at least 10 metres from any vehicle or building outside of business opening hours, and they must be stored in the **Insured’s** locked **compound** or a steel container, stacked no more than 1.5m high
- All used tyres are to be removed from the premises weekly by an authorised tyre collector who is compliant with all relevant regulations

#### **L125B – Tyres Condition**

It is a condition, unless otherwise agreed in writing with KennCo, that the **Insured** complies with the following:

- All tyres (new, used, or otherwise) which are stored indoors must be stored on racking which is fixed to the floors/walls
- There will be a maximum of 100 used tyres stored inside the **building** at any one time
- All used tyres are to be removed from the premises weekly by an authorised tyre collector who is compliant with all relevant regulations

### **L125C – Tyres Condition**

It is a condition, unless otherwise agreed in writing with KennCo, that the **Insured** complies with the following:

- All tyres (new, used, or otherwise) which are stored indoors must be stored on racking which is fixed to the floors/walls
- There will be a maximum of 100 used tyres stored inside the **building** at any one time
- All other used tyres are to be kept at least 10 metres from any vehicle or building outside of business opening hours, and they must be stored in the **Insured's** locked **compound** or a steel container, stacked no more than 1.5m high
- All used tyres are to be removed from the premises weekly by an authorised tyre collector who is compliant with all relevant regulations

### **L125D Tyres Condition**

It is a condition that all used tyres are stored at least 5 feet from any vehicle or building and that they are removed from the premises at least once every two weeks.

This policy will not indemnify the **Insured** in respect of any claim arising from, out of or in connection with any failure to comply with this condition.

### **L125E Tyres Condition**

It is a condition, unless otherwise agreed in writing with KennCo, that the **Insured** complies with the following:

- All tyres (new, used, or otherwise) which are stored indoors must be stored on racking which is fixed to the floors/walls
- All tyres which are kept in the open (new, used, or otherwise) must be kept at least 5 metres from any vehicle or building and they must be stored in the **Insured's** locked **compound** or a steel container, stacked or stored no more than 1.5m high

All used tyres are to be removed from the premises weekly by an authorised tyre collector who is compliant with all relevant regulations

### **L126 Cigarettes & Alcohol Exclusion**

It is noted and agreed that there will be no cigarettes or alcohol stored at the premises or sold/supplied by the **Insured**.

The Company will not indemnify the **Insured** in respect of any liability whatsoever arising either directly or indirectly from, out of or in connection with the storage or sale/supply of cigarettes and/or alcohol.

**L127 Exporting to non-EU Countries Excluded**

The policy does not indemnify the **Insured** in respect of any claim arising from, or out of, or in connection with the sale and/or supply of goods, or for exporting goods, to the UK or any country that is not a member of the European Union.

**L127B Imports/Exports**

This Policy shall not indemnify the **Insured** in respect of any claim arising from, or out of, or in connection with the sale, supply, distribution, fitting or installation of any good or product imported from or exported to any country outside of the European Union, United Kingdom and/or Northern Ireland.

**L127C Excluding Products Sourced Outside of the EU**

This policy does not indemnify the **Insured** in respect of any claim arising from, out of, or in connection with the sale and/or supply of any product which is manufactured in and/or supplied from any country outside of the member states of the European Union.

**L128 Occupation Restriction**

It is noted and agreed that Products Liability cover and Service Indemnity cover is provided in relation to the Service/Repair of Cars and Light Commercial Vehicles only, and not in relation to any other business activity.

Subject to the terms, conditions and exclusions under the policy.

**L128B Occupation Exclusion (Chip Tuning)**

This policy does not indemnify the **Insured** in relation to any Products Liability or Service Indemnity claim arising from or out of or in connection with chip tuning or the sale or supply of software for chip tuning.

**L128C Occupation Exclusion (Engine Re-mapping)**

This policy does not indemnify the **Insured** in relation to any Products Liability or Service Indemnity claim arising from or out of or in connection with engine re-mapping.

**L128D Occupation Exclusion (Sign-writing)**

This Policy does not indemnify the **Insured** in respect of any claim arising from, or out of, or in connection with supplying or fitting or erecting or amending advertising banners or signage or for any work carried out above ground level.

There will be no indemnity provided for any non-Motor Trade related work carried out.

**L128E - Occupation Exclusion (Hydraulics)**

The **Company** will not indemnify the **Insured** in respect of liability for death, injury, damage or loss arising from or out of or in connection with work on hydraulics.

**L128F Occupation Exclusion (Alloy Wheels)**

This policy does not indemnify the **Insured** in respect of any Products Liability or Service Indemnity claim arising from, out of or in connection with the repair or alteration of Alloy Wheels.

**L128G Occupation Restriction (Assessors)**

This Policy shall not indemnify the **Insured** in respect of any claim arising from, or out of, or in connection with motor assessing/engineering, vehicle inspection work, and/or vehicle modifications.

Subject to the terms, conditions and exclusions under the policy.

**L129 Exclusion for Motor Fuel**

Notwithstanding anything to the contrary contained herein the Company shall not indemnify the **Insured** in respect of any liability arising from, or out of, or in connection with the dispensing or sale or supply of motor fuel.

### **L130 Sauna Facilities**

The indemnity provided shall extend to apply in respect of liability caused by or arising from the provisions of sauna facilities.

Provided that:

- a) all areas subject to damp or wet conditions have non-slip flooring;
- b) full instructions are given to customers as to the method or safe use of the facilities; and
- c) the facilities are under regular supervision by the Insured or a responsible trained Employee who shall be on the Premises continuously while the facilities are in use.

### **L130A Wet Facilities – Steams Rooms, Ice Baths, Plunge Pools**

The indemnity provided shall extend to apply in respect of liability caused by or arising from the provisions of wet facilities. Provided that:

- a) all areas subject to damp or wet conditions have non-slip flooring;
- b) full instructions are given to customers as to the method or safe use of the facilities;
- c) the facilities are under regular supervision by You or a responsible trained Employee who shall be on the Premises continuously while the facilities are in use; and
- d) all users are aged 18 years and over.

### **L132 Purging of Fuel Tanks**

It is a condition that all fuel tanks are completely purged of their contents before any form of hot work is undertaken by the **Insured**.

### **L133 Vehicles Exclusion (Only Cars/LCVs Permitted)**

The Company will not indemnify the **Insured** in respect of any liability whatsoever arising from Servicing/Repairing/Handing/Dealing with Agricultural Vehicles or Machinery, Special Type Vehicles, Heavy Goods Vehicles, Buses, Mini-buses or Coaches, or any vehicle other than a Car or Light Commercial Vehicle.

Subject to the terms, conditions and exclusions under the policy.

### **L133A Vehicles Exclusion (Only Cars/LCVs Permitted)**

This policy does not indemnify the **Insured** in relation to any Products Liability or Service Indemnity claim arising from or out of or in connection with the servicing, repairing, buying or selling of any vehicles other than Cars and Light Commercial Vehicles.

**L133B Vehicles Exclusion (Buses)**

This Policy shall not indemnify the **Insured** in respect of any claim arising from, or out of, or in connection with Buses, Mini-buses or Coaches.

**L133C Vehicles Exclusion (Buses)**

This Policy shall not indemnify the **Insured** in respect of any Products Liability or Service Indemnity claim arising from, or out of, or in connection with Buses, Mini-buses or Coaches.

**L133D Vehicles Exclusion (Motorcycles)**

This policy does not indemnify the **Insured** in relation to any claim arising from or out of or in connection with Motorcycles or work carried out on Motorcycles.

**L133E Vehicles Exclusion (Motorcycles)**

This policy does not indemnify the **Insured** in relation to any Products Liability or Service Indemnity claim arising from or out of or in connection with motorcycles.

**L133F Vehicles Exclusion (Motorcycles/Helmets)**

This policy does not indemnify the **Insured** in relation to any claim arising from or out of or in connection with motorcycles/bike helmets or work carried out on motorcycles/bike helmets.

**L133G Vehicles Exclusion (Motor Tricycles/Trikes)**

This policy does not indemnify the **Insured** in relation to any Products Liability or Service Indemnity claim arising from or out of or in connection with motor tricycles/trikes and/or the servicing/repairing of motor tricycles/trikes.

**L133H – Vehicles Exclusion (Rally Cars)**

This policy does not indemnify the **Insured** in relation to any claim arising from, or out of, or in connection with rally or race cars.

**L133J – Vehicles Exclusion (Rally Cars)**

This policy does not indemnify the **Insured** in relation to any Products Liability or Service Indemnity claim arising from, or out of, or in connection with rally or race cars.

**L133K Vehicles Exclusion (Quads)**

This Policy does not indemnify the **Insured** in respect of any claim arising from or out of or in connection with quads or work carried out on quads.

**L133L Vehicles Exclusion (Race/Rally Cars)**

This Policy does not indemnify the **Insured** in relation to any Products Liability or Service Indemnity claim arising from or out of or in connection with rally or race cars.

**L136 Inspection Pit**

It is a condition that the inspection pit is covered at all times when not in use or alternatively that a guard rail be erected the whole way around the pit to prevent anyone falling in.

**L139 Oil Tanks**

It is a condition under the policy that:

- A bund (or catchpit) is constructed around every oil tank to prevent fuel lost from the tank escaping into the environment; and
- The bund must be constructed from masonry or concrete and must be able to hold at least 110% of the tank's contents should a leak or overspill occur.

There will be no liability for any claim that arises from, or out of, or in connection with failure to comply with the above.

**L140 Rope Climbing Exclusion**

This Policy shall not indemnify the Insured in respect of any claim arising from or out of or in connection with rope climbing.



**L141 Handling of parts or units exceeding 25 kg endorsement**

This section of the policy does not indemnify the Insured in respect of any claim arising in connection with the manual handling of any part or unit exceeding 25 kilograms in weight. The term manual handling means the transporting or supporting of a load by one or more members of staff, which includes lifting, putting down, pushing, pulling, carrying or moving.

**L142 Use of Chainsaw Exclusion**

This policy does not indemnify the Insured in respect of any claim arising in connect with the handling, operation or use of chainsaws.

**L143 Installation of Flues**

It is a condition that the following applies in relation to the installation of flues:

- a) Employees must be trained in accordance with the Hetas Registered Installer Standard
- b) Only domestic contracts are undertaken
- c) Any work at height involving two storey or more properties will be undertaken from a hoist and appropriate safety harnesses are to be worn
- d) Any work at height involving bungalows is to be undertaken from a safe and secure platform as per Condition L085 – Work at Height Platform Conditions and in addition appropriate safety harnesses are to be worn
- e) A site specific risk assessment is to be undertaken for each site and a copy of the risk assessment is to be retained for inspection by the Company if requested
- f) No work is undertaken on gas flues

**L144 Caravans & Mobile Homes**

The Company shall not indemnify the Insured against liability arising from, or out of, or in connection with the ownership, occupation of use of any caravan and or mobile home.

**L145 Scaffolding Exclusion**

The Company will not indemnify the Insured in respect of any liability whatsoever arising from the erection of scaffolding other than mobile tower scaffolding.

**L146 Excluding under 16's**

It is hereby noted and agreed that there is no Indemnity provided under this section for any sporting activities, classes or memberships which involve anyone under 16 years of age.

**L147 Excluding work on Alloy Wheels**

The Company will not indemnify the Insured against liability arising from or out of or in connection with any work or repairs carried out on alloy wheels and or the sale or supply of alloy wheels.

**L148 CCTV Recordings**

It is a condition that all CCTV recordings are retained for a minimum of 30 days from the date of recording and in the event of an incident that may give rise to a claim are made available to the Company upon request during their investigations.

**L149 Electric Bikes and Scooter Exclusion**

This section of the policy does not indemnify the insured in respect of any claim arising from, out of or in connection with the use of electric bikes or scooters.

**L150 Excluding Activities in Schools**

The Company will not indemnify the Insured against liability arising from or out of or in connection with any coaching or activities undertaken in schools.

**L151 Liability Exclusion for Additional Premises**

It is noted that Public Liability cover does not extend to any premises other than the first Risk Address noted on the Schedule of Cover.

**L152 Scaffolding Condition**

The Company shall not indemnify the Insured against liability arising from, or out of, or in connection with the erection, dismantling, repair or use of scaffolding unless:

- The scaffolding is being used solely by the Insured in connection with a contract undertaken by the Insured for the construction, repair or alteration of a building;

- The scaffolding is erected and maintained in accordance with the HSA Code of Practice for Access and Working Scaffolds.

#### **L152A - Scaffold Erection/Dismantling**

It is a condition under this Policy that all employees undertaking the erection, assembly and/or dismantling of Scaffold Towers and Platforms have been issued with a FETAC award under the Construction Skills Certification Scheme (CSCS) and be in possession of a CSCS Scaffolder registration card.

#### **L153 - Indemnity for Electricity Supply Board**

In the event of a claim being made against Electricity Supply Board and their Servants or Agents such claim being in respect of injury illness loss or damage to which this policy applies resulting from an accident which the Insured is responsible and relating to the Insured signing Completion Certificates for a supply of Electricity the company will so far as concerns that claim at the request of the Insured treat Electricity Supply Board and/or Electro Technical Council of Ireland as though they were also the Insured under the Policy provided that they shall observe fulfil and be subject to the terms exceptions limits and conditions of the policy in so far as they can apply.

#### **L154 – Indemnity for Register of Electrical Contractors of Ireland Ltd**

In the event of a claim being made against Register of Electrical Contractors of Ireland Ltd, it's Officers, Employees, Board of Directors such claim being in respect of injury illness loss or damage to which this policy applies resulting from an accident which the Insured is responsible the company will so far as concerns that claim at the request of the Insured treat Register of Electrical Contractors of Ireland Ltd as though they were also the Insured under the Policy provided that they shall observe fulfil and be subject to the terms exceptions limits and conditions of the policy in so far as they can apply.

#### **L155 – Indemnity for Safe Electric Ireland**

In the event of a claim being made against Safe Electric Ireland, it's Officers, Employees, Board of Directors such claim being in respect of injury illness loss or damage to which this policy applies resulting from an accident which the Insured is responsible the company will so far as concerns that claim at the request of the Insured treat Safe Electric Ireland as though they were also the Insured under the Policy provided that they shall observe fulfil and be subject to the terms exceptions limits and conditions of the policy in so far as they can apply.

**L156 - Indemnity to Managing Agents**

The Company will at the request of the Insured also indemnify as if a separate policy had been issued to each and every managing agent or management company acting for and on behalf of the Insured in connection with the business in respect of liability for which the Insured would be entitled under this section if the claim for which indemnity is being sought had been made against the Insured and the Company hereby agrees to waive all rights of subrogation against any such managing agent or managing company provided that:

- a) any such managing agent or managing company as though they were the Insured be subject to the terms exceptions and conditions of the Policy insofar as they can apply;
- b) nothing in this section extension shall increase the liability of the Company to pay any amount exceeding the Limit of Indemnity stated in the Schedule of the operative section(s) regardless of the number of persons claiming to be indemnified.

**L157 - CSCS Condition**

It shall be a Condition that all employees and bona fide subcontractors hold valid CSCS (Construction Skills Certification Scheme) Cards for each of the tasks specified in Schedule 5 of the Safety, Health and Welfare at Work (Construction) Regulations 2013.

**L158 - Dermatitis Condition**

This section of the policy does not apply to or include liability in respect of dermatitis.

**L159 - Gym Machinery Demonstration**

It is a condition to the Company's liability in respect of this Policy that all gym users and gym members sign off to confirm that they have been given a demonstration on all machines.

**L160 - U16's Condition**

It is a condition that all gym users and class participants under the age of 16 are suitably assessed by a qualified gym instructor and provided with a personal exercise programme which takes account of their capabilities and goals. In addition, they should receive adequate induction training on the safe use of all the equipment before using any of the facilities and be supervised at all times by a staff member(s) whilst undertaking the

activities. Records of the exercise programme and induction training programmes are to be retained by the Insured for inspection by the Company.

#### **L161 - Health & Safety**

It is a condition that the insured employs a health and safety consultant to conduct an annual review of the statement and the insured is to implement any improvements deemed necessary to comply with the latest Health and Safety Authority guidance.

#### **L162 - Excluding Non-Ancillary Building Works**

This policy does not indemnify the Insured in respect of any claim arising out of or in connection with any Building Works unless this work is incidental and ancillary to the fitting of stairs or joinery work. It is further noted that this policy does not indemnify the Insured in respect of any claim arising out of the removal of any load bearing walls or structures.

#### **L163 - Erection/Dismantling of Marquees Exclusion**

This Policy does not indemnify the Insured in respect of any claim arising from the erection or dismantling of any marquee.

#### **L164 - GA3 Forms**

It is a condition under this Policy that a GA3 Form – Report of Results of Inspections of Work Equipment for Work at a Height is completed by a suitably qualified competent person on any scaffold and/or platform assembled or erected by the Insured any employee of the Insured any servant or agent of the Insured or any person acting for and on behalf of the Insured before the handover of the scaffold/platform to the user. The Insured is to retain a copy of this report for inspection by the Company.

#### **L165 – Forklift Condition**

It is a condition precedent to the liability of the Company that all Forklift trucks owned, leased and or operated by the Insured shall only be driven by an authorised employee of the Insured.

**L166 – Minimum Qualifications Condition – Crossfit**

It is a condition that all cross fit employees hold at a minimum CrossFit Level 1 Certificate or higher.

**L167 – Cavity Foam Exclusion**

The Company shall not indemnify the Insured against liability from, or out of, or in connection with cavity wall foam injection.

**L168 – Jeep Conversions**

It is noted that the **Insured** converts Jeeps from private vehicles to commercial vehicles, which involves removing the rear seats and converting the area into cargo space. It is a condition that all conversions are signed off by independent engineers or assessors prior to release.

**L169 – Servicing of Laundry Machines**

It is a condition that all Washing Machines & Drying Machines are serviced and maintained as per the manufacturers guidelines and records are kept in relation to all repairs and servicing carried out.

**L170 – Electrical Work Condition**

It is a condition that all electrical work is carried out or certified by a qualified electrician registered with RECI or Safe Electric Ireland.

**L170A – Electrical Work Condition**

It is a condition that all electrical work is carried out by employees who have the relevant electrical qualification.

**L171 – Crating & Packaging of Machines**

This Policy shall not apply in respect of loss of or damage to any property or machinery caused by or arising out of the crating and packaging of such property or machinery.

**L172 – Teaching/Tuition Exclusion**

The Company shall not indemnify the **Insured** against liability arising from, out of, or in connection with workshops, lectures or teaching/tuition.

**L173 – Floatation Pod Condition**

It is a condition that:

- a) the pods must be adequately supervised whilst in use
- b) the area must be capable of being closed off to prevent access when not in use
- c) Health Screening Record Sheets to be completed by all users of the pods & retained by the Insured
- d) Only persons over 18 years of age permitted to use the pods.
- e) All facilities and pods are inspected daily and all defects remedied immediately.

**L174 – Legionnaires Disease Exclusion**

This section of the policy does not indemnify the Insured in respect of any claim arising from, out of or in connection with Legionnaires Disease or Bodily injury caused by Legionella Bacteria.

**L175 – Errors & Omissions (Promotional or Advertising Materials)**

This Policy excludes liability arising from errors or omissions in any promotional or advertising materials.

**L176 – Garda Vetting**

It is a condition that any individual whose work or activity involves access to vulnerable adults and/or persons under the age of 18 must be Garda vetted.

**L177 – Garda Vetting**

It shall be a condition of the Company to indemnify the Insured under this policy that all work involving the repair and/or cleaning of gutters and/or any form of roof repair work:

1. Is risk assessed before undertaking any work and the hazards identified and documented and appropriate controls are implemented to eliminate or minimize the risks identified
2. Is carried out from a cherry picker only

3. Is only undertaken when the area below the work has been isolated to prevent people being struck by falling material, debris, or tools

#### **L178 – Roofing Work Condition**

It is a condition under this Policy that any work above ground level and work on roofs is:

- a) carried out from a safe and secure Mobile Elevated Working Platform
- b) harnesses are used by all employees while carrying out work on roofs

#### **L179 – Exclusion for Written Off/Salvage Vehicles**

The Company will not indemnify the **Insured** in respect of any Products Liability or Service Indemnity claim arising from, out of or in connection with repairing/servicing, buying/selling or working on or with any salvage vehicle or any vehicle which has been declared a Write-Off, whether repaired/repairable or not.