

## **Great Lakes Reinsurance (UK) PLC**

### **LIABILITY**

Endorsement Schedule attaching to and forming part of Policy no:

#### **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 Warranty**

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

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

It is warranted that the Insured shall ensure that all sub-contractors have Employers Liability and Public Liability in respect of their liability at law and that such insurance:

1. Shall provide a Limit of Indemnity not less than €2,600,000 in respect of Public/Products Liability;
2. Has been extended to indemnify the Insured as Principal in respect of such liability.

#### **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.

#### **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.

#### **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:

1. towers, steeples, chimney shafts, blast furnaces, dams, canals, viaducts, motorways, bridges, tunnels, wells or shafts;
2. Collieries, mines, chemical works, gas works, oil refineries, power stations or nuclear installations/establishments;
3. Offshore installations or bulk oil, petrol, gas or chemical storage tanks or chambers;
4. Mainframe computers or rooms containing mainframe computers;
5. 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.

#### **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.

#### **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

1. such member is not entitled to indemnity under any other insurance
2. nothing in this extension shall increase the liability of the Company to pay any amount exceeding the Limit of Indemnity of the operative event(s) regardless of the number of persons claiming to be indemnified
3. 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:

1. 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;
2. the Company will not indemnify the Insured against liability caused by or arising from seepage, pollution or contamination;
3. 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;
4. 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:

- Aircraft or aircrew, marine, underwater, motor racing, news reporting, work at height or depth, war or riot zones or stunt work;
- 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.

#### **L019 - Rights of Recourse Warranty**

It is warranted 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 Warranty**

It is warranted 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 Clause**

It is warranted 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.**

1. 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**.
2. 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.
3. 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 fire fighting equipment.

4. 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.
5. 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.
6. A person must be appointed by the Insured to act as an observer to watch for signs of smoke or smouldering or flames.
7. Gas cylinders not in immediate use be stored in the open at least 15 metres from where the heat is to be applied.

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 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 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;

1. lathes;
2. fret saws;
3. boring or sanding machines;
4. portable hand tools.

#### **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 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:-

- I. 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;
- II. 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 warranted 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 this Policy applies in respect of the Insured's legal liability as within defined arising from defects in the premises owned by the Insured specified below. This Policy shall not apply in respect of claims arising out of any trade or business carried out at the premises.

Insert Insured's name & Risk Address

#### **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**

This Policy does not indemnify the Insured for liability arising from deliberate or belligerent acts by security staff, bouncers or door persons.

#### **L036 – Excluded Residents**

It shall be a condition precedent to liability that the Insured shall ensure that no unaccompanied children or mentally disturbed persons are accepted as residents on either a permanent or temporary basis.

#### **L037 – Bouncers/Security Staff**

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 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.

#### **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.

#### **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 Warranty**

It is warranted 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 deep fat 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.

#### **L052 – Inflation of Tyres**

It is hereby noted and agreed that the inflation of tyres above a 3 bar pressure must be undertaken within a purpose built tyre inflation cage

#### **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.

#### **L054 – Sporting Activities Exclusion**

The Insurance by this Policy is inoperative in respect of injury to any person whilst engaged in or participating in any health or keep fit exercise, exertion activity or task or practice or preparation therefore or resulting from any treatment or advice (remedial, professional or otherwise) given, administered or omitted by the Insured or any servant or agent of the Insured.

It is further noted and agreed that this Policy does not cover liability directly or indirectly caused by or arising from the action of any commodity used, applied, administered, sold or supplied for use, consumption or application.

#### **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

1. face lifting, plastic surgery, hair transplanting, botox treatment or similar injection treatment
2. 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.
3. any preparation or other goods manufactured or made up to a specification or formula of the Insured
4. any treatment, including ear piercing, which involves puncturing or cutting the skin

It shall be a condition precedent to any liability 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 precedent to any liability 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**

This policy will not indemnify the Insured in respect of any liability whatsoever arising from 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**

The indemnity granted by the Public Liability section of the policy shall not apply to or include damage to or theft of any material property belonging to the residents of the house.

#### **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 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.

#### **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 precedent to liability 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

- i) 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.
- ii) Any vehicle carrying inflammable liquids or gases in road or container tankers.

#### **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 Bodily Injury or loss of or damage from products which are manufactured or altered 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 parts of motor vehicles