



Commercial Guard - Semploi Extra

Endorsement Library

SE01 Type of Premises - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with radio and television work other than within private dwellings, flats and maisonettes.

SE02 Type of Premises and Building Height - Exclusion to Section 1 - Liability

The **Company** shall only indemnify the **Insured** in respect of claims arising from or in connection with work in or on:

- a) private dwellings, flats, maisonettes, schools, shops, offices, restaurants, public houses, hotels or nursing homes and
- b) where the building height of the premises (as shown in a) above) does not exceed 15 metres from ground level.

SE03 Type of Premises and Building Height - Exclusion to Section 1 - Liability

The **Company** shall only indemnify the **Insured** in respect of claims arising from or in connection with work in or on:

- a) private dwellings, flats, maisonettes, schools, shops, offices, and
- b) where the building height of the premises (as shown in a) above) does not exceed 15 metres from ground level.

SE05 Exclusion of Road Construction or Laying Main Sewers

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the construction of roads or laying of main sewers.

SE06 Pile Driving, Quarrying or the Use of Explosives - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with pile driving, quarrying or the use of explosives.

SE08 Demolition, Tunnelling or Water Diversion - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with demolition other than by the **Insured** or **Employees** in the direct service of the **Insured** and only where such demolition forms part of a contract for erection, reconstruction, alteration or repair by the **Insured** and does not involve demolition of buildings exceeding 15 metres in height from ground level, tunnelling or water diversion.

SE10 Application of Heat - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with **Injury** or **Damage** caused directly or indirectly by or through the use or application of heat in any form elsewhere than

on the **Insured's** own **Premises**. For the purpose of this endorsement the application of heat includes the use of electric cutting equipment, grinding wheels or cutting discs.

SE11 Damage to Upholstery or Carpets - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with **Damage** to any upholstery, carpet, floor covering or ancillary goods the fitting taking up cleaning or alteration of which comprises or is incorporated in any contract undertaken by the **Insured**.

SE12 Products used in Cavity Wall Insulation must comply with BSI and BAB - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with failure by the **Insured** to use British Agreement Board or BSI accredited products.

SE13 Use or Handling of Asbestos - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of claims arising from or in connection with the use or handling of asbestos.

SE14 Failure of Insulation or Damp Proofing - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of claims arising from or in connection with:

- (i) **Damage to Property** directly caused by failure of the insulating material to fulfil its intended function
- (ii) **Damage** to buildings treated by the **Insured** (together with their contents) caused by damp or water penetration.

SE15 Type of Work and Height Restriction - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with work on churches, chapels, cinemas, exhibitions, public halls or theatres other than under a contract for internal repair work at a height not exceeding 4 metres from the immediate floor below.

SE16 Erection of Aerials or Satellite Dishes - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the erection of external aerials, aerial masts or satellite dishes.

SE17 Failure to Perform - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the failure of any fire or intruder alarm, lock switchgear, control panel or machinery to perform its intended function.

SE18 Work on Main Sewers - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with work on main sewers.

SE19 Depth Limit (1 Metre) - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with work exceeding in any part a depth of 1 metre from the surface.

SE21 Hazardous Types of Work - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with:

- (i) crop spraying
- (ii) the use or handling of explosives
- (iii) tree-felling topping or lopping or sawing and carting
- (iv) **Damage** to overhead wires and cables

Tree topping or lopping shall be permitted where the height of the tree is 5 metres or less from ground level.

SE22 Manufacturing Processes - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with any manufacturing process.

SE23 Increased Excess - Applicable to Sub-Section A of Section 1 - Liability

The Third Party **Property Damage Excess** shown on the Schedule is increased to £250.

SE24 Groundworks (3 Metre Depth Limit) and Restriction in Works - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with:

- (i) work exceeding in any part a depth of 3 metres from the surface
- (ii) any quarrying, tunnelling, water diversion, dam construction or work within or behind dams
- (iii) underpinning or piling
- (iv) any work of demolition unless carried out by the **Insured** or **Employees** in the direct service of the **Insured** and only then in respect of:
 - (a) private dwellings or shops not exceeding 15 metres in height
 - (b) other structures not exceeding 15 metres in height from ground level

as part of a road, sewage disposal, water works or pipe laying contract undertaken by the **Insured** or for the purpose of reconstruction, alteration, maintenance or repair by the **Insured**.

SE25 Photographers - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with:

- (i) aerial or underwater photography
- (ii) professional errors, omissions or neglect
- (iii) the value of any information or data recorded or stored on film tape documents discs photographic prints or negatives or any other data recording **Media**
- (iv) **Consequential Loss** from **Damage** or errors in photographic materials.

SE26 Central Heating Systems - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from the installation, servicing, replacement, repair, upgrade, extension or control of any central heating system with a capacity in excess of 60kW (200,000 Btu/h).

SE27 Clerical Workers - Extension to Section 1 - Liability

Section 1 - Liability extends to include cover for a maximum of 6 clerical **Employees** (persons carrying out book-keeping, clerical administration or secretarial work).

SE28 Internal work only with 4 metre height limit - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with:

- (i) external work
- (ii) internal work at heights exceeding 4 metres from the immediate floor below
- (iii) work other than on private dwellings, shops, offices, restaurants, public houses, schools, hotels or nursing homes.
- (iv) **Damage** to any **Property** the cleaning of which comprises or forms part of any contract undertaken by the **Insured** if such **Damage** is caused by or arises out of the cleaning process or any fitting, installation, removal or alteration of the said **Property**
- (v) The setting or failure to set fire or intruder alarms by the **Insured** or any person employed by the **Insured**.

SE29 Internal work only with 4 metre height limit - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with:

- (i) external work
- (ii) work other than on private dwellings, shops, offices, restaurants, public houses, hotels or nursing homes
- (iii) internal work at heights exceeding 4 metres from the immediate floor below.

SE30 Damage to Property Being Worked Upon

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with **Damage to Property** on which the **Insured** or **Employees** of the **Insured** are actually working.

SE31 Type of Premises and Building Height - Exclusion to Section 1 - Liability

The **Company** shall only indemnify the **Insured** in respect of claims arising from or in connection with work in or on:

- a) private dwellings, flats, maisonettes, schools, shops, offices, restaurants, public houses, hotels or nursing homes and
- b) where the building height of the premises (as shown in a) above) does not exceed 15 metres from ground level.

SE34 Use of Wood Working Machinery - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the use by **Employees** of the **Insured** of Wood-Working Machinery driven by steam, gas, water, electricity or other mechanical power.

The expression "Wood-Working Machinery" shall not be deemed to include lathes, fret-saws, boring machines, sanding machines or mechanically-driven portable tools applied to the work by hand other than pendulum and swing saws.

SE35 Erection or Dismantling of Scaffolding or Use of Chemicals - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with:

- (i) the use of acids (other than brick acid) and/or chemicals
- (ii) the erection or dismantling of scaffolding.

SE36 Type of Roofing Work - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with roofing work other than slating, tiling or thatching.

SE38 Food Safety Act - Legal Defence Costs - Extension to Sub-Section A of Section 1 - Liability

The **Company** will indemnify the **Insured** for all **Legal Costs** and **Solicitors' Fees** incurred with the written consent of the **Company** in respect of the defence of a prosecution or in

connection with an appeal against criminal prosecution and conviction in respect of a breach of Part II of the Food Safety Act 1990 or successors thereof that has occurred during the period of insurance in connection with the **Business**.

Provided that the **Company** shall not be liable for:

- (i) the payment of fines or penalties
- (ii) a breach that was as a result of an intentional or deliberate act.

SE39 Height Restriction Limit (4 Metres) - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with work at a height exceeding 4 metres above the floor or working platform.

SE40 Motor Contingent Liability - Exclusion to Section 1 - Liability

Extension 7 - Motor Contingent Liability of Extensions to Sub-Section A - Public Liability is deleted.

SE41 Beautician Treatment Risk - Extension to Section 1 - Liability

Section 1 - Liability, Sub-Section A - Public Liability is extended to indemnify the **Insured** in respect of all sums which the **Insured** becomes legally liable to pay as compensation in respect of **Injury** or **Damage to Property** caused by or arising from treatment given or administered by the **Insured** in the course of the **Business** of Beautician including the application of cosmetics; pedicures, manicures and nail extensions; facials including washes, cleansing, ionisation and steaming treatments; body wrapping, brushing and exfoliation; Alexander technique; bodily and facial massage using proprietary creams and oils including acupuncture, Bowen technique, hot stone treatments, reiki, reflexology, hydrothermal massage and massage using mechanical or infra red equipment; bleaching of body hair, removal of hair by means of electrolysis, depilatory creams, galvanic epilation, eyebrow shaping, sugaring, threading, tweezing, waxing; eye lash shaping and tinting; biochemics; application of tanning creams, sprays and oils; ear or nose piercing using a stud gun; cellulite treatments; colour therapy, crystal therapy, thermo auricular

treatment; glycolic acid peel treatment; light therapy; micro epidermal abrasion treatment and paraffin wax treatment and no other.

Provided that:

- (i) this Extension does not cover liability for the cost of repairing any goods sold or supplied or for any **Injury** or **Damage** caused by or arising from:
 - (a) any treatment of the eyes or anything in the nature of a surgical operation
 - (b) any preparation manufactured by or on behalf of the **Insured**
 - (c) use of sunbeds or solaria
 - (d) use of needles or other equipment inserted below the skin
 - (e) massage undertaken on babies, or children under 16
 - (f) treatment of sports injury, or physiotherapy of any kind
 - (g) any other treatment specifically excluded
- (ii) Beauty treatment shall not be carried out by any person with less than 6 months continuous service as a beauty therapist or an apprentice beauty therapist except under the constant and direct supervision of a fully qualified person.
- (iii) all electrical equipment is maintained in line with the manufacturer's instructions.
- (iv) before embarking on massage treatment the customer must sign a declaration confirming that they are not pregnant; do not have any skin allergies; have no other known medical conditions that will be affected by such treatment; and have no infectious diseases.
- (v) The **Insured** shall not use any preparation where the makers or vendors of the preparation have issued a warning that it might be harmful without first notifying the customer of this fact and (except as provided in paragraph (vi) below) applying such tests as may be necessary or as may be required or recommended by the makers or vendors before undertaking the treatment. In the event of any test on a customer proving unsatisfactory the **Company** shall be under no liability in respect of any claims attributable to the use of such preparation on the customer other than as a result of such test.
- (vi) Where a particular preparation has been applied by the **Insured** within the previous

three months to an individual customer without ill effect the **Insured** may at the request of the customer dispense with the test recommended or required by the makers or vendors provided that the **Insured** shall obtain from the customer a signed disclaimer relieving the **Insured** from all liability for an **Injury** or ill effects which might follow upon the use of the preparation.

- (vii) At the time of sale of preparations the **Insured** shall supply to their customers a printed copy of the "Instructions for Use" as supplied by the makers or vendors. The liability of the **Company** under this Extension shall not exceed the limit of indemnity shown in the Schedule under Sub-Section A - Public Liability in respect of any one claim or number of claims arising out of one cause or in any one period of insurance.

SE42 Erection or Dismantling of Scaffolding or Use of Chemicals - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with:

- (i) the erection or dismantling of scaffolding
- (ii) the use of acids (other than brick acid) and/or chemicals unless involved in the bonding process.

SE51 3 Phase Electrical Work - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with work on 3 phase electrical installations, controls or machinery.

SE52 Height Limit (4 Metres Internal and 15 Metres External) - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with:

- (i) external work at heights exceeding 15 metres
- (ii) internal work at heights exceeding 4 metres from the immediate floor below.

SE54 Structural Alterations - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in

connection with work involving structural alterations.

SE55 Specialist Remediation Services - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with house clearance or repossession, fumigation, pest control or the removal of dangerous or noxious materials, including, but not limited to, hypodermic needles and associated equipment.

SE56 Resetting of Alarms - Extension to Section 1 - Liability

Sub-Section A - Public Liability of Section 1 is extended to indemnify the **Insured** in respect of all sums they become legally liable to pay in respect of call out charges and expenses arising out of an error or omission in the setting or resetting of alarms provided that the liability of the **Company** under this Extension shall not exceed:

- a) £5,000 in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- b) £5,000 in any period of insurance.

SE57 Loss of Keys - Extension to Section 1 - Liability

Section 1 - Liability is extended to indemnify the **Insured** in respect of all sums they become legally liable to pay in respect of:

- a) replacement of lost keys
- b) replacement of locks
- c) alteration of locking mechanisms and replacement of their keys
- d) provision, where necessary, of temporary protections to a customers' premises pending replacement of locks or locking mechanisms arising from **Damage** to any customers' keys whilst entrusted to the **Insured** for the purposes of the **Business**.

The **Company** shall pay the cost of replacement of the keys or locks or at its option reinstate or replace such property. In addition, the **Company** shall indemnify the **Insured** in respect of any sum the **Insured** shall be legally liable to pay in consequence of the customer being unable to gain access to or trade at his premises as a result of the

Damage.

The liability of the **Company** under this Extension shall not exceed:

- a) £5,000 in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- b) £5,000 in any period of insurance.

SE58 Fitness Advice - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the provision of advice or recommendation relating to the physical ability health or fitness of any person(s).

SE59 Work with Refrigerants - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the replacement or refilling of refrigerant liquids.

SE60 Work in or on Motor Vehicles - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with work in or on any motor vehicle.

SE62 Installation/Repair or Dismantling of Machinery - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the testing, installation, repair or dismantling of machinery connected or awaiting connection to a 3 phase electricity supply.

SE63 Guttering and Fascia Board work above 5 metres - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with installation, repair or dismantling of guttering and fascia boards at heights exceeding 5 metres.

SE64 Professional Risk - Amendment to Section 1 - Liability Exclusion

Exclusion (h) (ii) of Exclusions to Sub-Section

A - Public Liability is restated as:
Sub-Section A does not cover liability arising:
(ii) out of design, plan, formula or specification or from errors or omissions in technical or professional advice or instruction.

SE65 Use of Harnesses - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with work involving the use of harnesses.

SE66 Full Business Description

The full description of the **Insured Business** is Glaziers, Double Glazing, Window & Door Fitters & Conservatory Installers (Ex Guttering and Fascia Board except on Buildings less than 5 Metres High).

SE68 Failure to Perform - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any liability caused by or attributable to the failure or inadequacy of the **Products Supplied** in performing their intended function.

SE72 Nail Technician Treatment Risk - Extension to Section 1 - Liability

Section 1 - Liability, Sub-Section A - Public Liability is extended to indemnify the **Insured** in respect of all sums which the **Insured** becomes legally liable to pay as compensation in respect of **Injury** or **Damage to Property** caused by or arising from the treatment given or administered by the **Insured** in the course of the **Business** of Nail Technician. The liability of the **Company** under this Extension shall not exceed the limit of indemnity shown in the Schedule under Sub-Section A - Public Liability in respect of any one claim or number of claims arising out of one cause or in any one period of insurance.

SE73 Scaffolding - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the erection or dismantling of scaffolding except where the scaffolding is erected by suitably qualified personnel and is

not more than 15 metres from ground level and is for the **Insured's** own use in carrying out work within the definition of the **Insured's Business**.

SE74 Dog Walkers - Amendment to Definition and Exclusion to Section 1 - Liability

For the purposes of this Policy the definition of **Property** is extended to include dogs and Exclusion (i) (ii) to Sub-Section A - Public Liability is deleted.

The **Company** shall not indemnify the **Insured** in respect of any claim arising out of any work involving "animal sitting". For the purposes of this Endorsement "animal sitting" shall be defined as looking after animals, including feeding them, on behalf of their owners, in their own environment or at a third party location, for a period of time during the owners absence.

SE75 Dog Walkers, Pet Walkers & Pet Sitters - Extension to Section 1 - Liability

For the purposes of this Policy:

- a) the definition of **Property** is extended to include animals and Exclusion (i) (ii) to Sub-Section A - Public Liability is deleted.
- b) 'Pets' are deemed to be small domestic animals, birds, insects and reptiles kept within their owners premises excluding farm animals, horses, any birds kept outside the owners private dwelling or poisonous animals insects and reptiles.

The **Company** shall not indemnify the **Insured** in respect of any claim arising out of **Damage to Property** belonging to the **Insured's** customer if such **Damage** is caused by any pet in the custody or control of the **Insured**.

SE77 Excluding Professional and Project Management Risk

Exclusions (h) (i) and (ii) of Exclusions to Sub-Section A - Public Liability are restated as follows:

This Section does not cover:

- (i) liability arising through the defective design, plan, formula or specification of **Products Supplied** or out of errors or omissions in technical, professional or remedial instruction or advice. The following Exclusions are added:

Liability arising from:

- (o) the responsibilities of any project management
- (p) any act or omission of any contractors or sub-contractors in connection with any project.

Extensions to Sub-Sections A - Public Liability and B - Employers Liability Extension 1 Indemnity to Principal is deleted in respect of any project management work.

SE79 Car Valeting Touch Up of Bodychip Damage by Hand Brushing Only - Exclusion to Section 1 - Liability

The **Business** of Car Valeting includes touching up of bodychip damage by hand brushing only. Any other paint or repair work is specifically excluded.

SE80 Stone & Monumental Masons Work - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with work other than on private dwellings, shops, offices, public houses, hotels, monuments, gravestones and the like not exceeding 15 metres in height.

SE82 Murals (Working Height) - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claims arising from or in connection with any work on murals at a height exceeding 4 metres from the immediate floor below.

SE83 Sculptors - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with Sculptor work.

SE84 Restoration, Renovation or Repair - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with any work involving restoration, renovation or repair.

SE85 Electrical, Roofing, Plumbing and Heating Contracts Limit - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured**

in respect of any claim arising from or in connection with any electrical, roofing, plumbing or heating work unless it forms less than 25% of an overall Contract of Works to be undertaken.

SE86 Erection, Maintenance and Repair of Steel Structures and Buildings - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with any work involving erection maintenance or repair of Steel Structures and Buildings.

SE87 Work involving Gas Supplies, Installations or Appliances - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with any work involving connection to any gas supply and/or the installation, maintenance or repair of any gas installation or appliance.

SE88 Roofing, Plumbing and Heating Contracts Limit - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with any roofing, plumbing or heating contracts unless the total value of such contracts undertaken is less than 10% of the total turnover of the **Business** in any one year.

SE89 Gas Work - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with any work undertaken by the **Insured** or any **Employee** involving connection to any gas supply and/or the installation, maintenance or repair of any gas installation or appliance unless conducted by engineers/fitters who are registered and meet the relevant legal conditions for working on such installation or appliance at the time of loss or **Damage**.

SE90 Road Construction - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with any work involving the construction, repair or surfacing of roads.

SE91 Work on Motorways - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with any work involving the construction, repair or surfacing of Motorways or highway maintenance of or on Motorways.

SE92 Highway Maintenance and Work on Motorways - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with any work involving highway maintenance, other than the construction, repair or surfacing of roads (excluding Motorways).

SE93 Installation, Maintenance and Repair of Ponds (exceeding 25 cubic metres) - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with any work involving the installation, maintenance and repair of ponds with a cubic capacity in excess of 25 cubic metres.

SE94 Pet Groomers Treatment Risk - Extension to Section 1 - Liability

Section 1 - Liability, Sub-Section A - Public Liability is extended to indemnify the **Insured** in respect of all sums which the **Insured** becomes legally liable to pay as compensation in respect of **Injury** or **Damage to Property** caused by or arising from treatment given or administered in the course of the **Business** of Pet Groomer.

Provided that:

- a) any processes of treatments to the fur or skin (other than shampooing) shall not be carried out by any person with less than 1 years' continuous service as a pet groomer or apprentice pet groomer except under the constant and direct supervision of a person with at

least 2 years' continuous recent experience

- b) any chiropody (other than nail clipping) or osteopathy shall not be carried out by any person unless they are qualified in these practices
- c) the **Insured** shall not use any shampoo or preparation where the makers or vendors of the shampoo or preparation have issued a warning that it might be harmful, without first notifying the pet's owner of this fact, and (except as provided below in (d)) applying such tests as may be necessary or as may be required or recommended by the makers or vendors before undertaking the treatment. In the event of any test on a pet proving unsatisfactory the **Company** shall be under no liability in respect of any claims attributable to the use of such shampoo or preparation on the pet other than as a result of such test
- d) where a particular shampoo or preparation has been applied by the **Insured** within the previous three months to an individual pet without ill effect the **Insured** may, at the request of the pet's owner, dispense with the test recommended or required by the makers or vendors provided that the **Insured** shall obtain from the pet's owner a signed disclaimer relieving the **Insured** from all liability from any **Injury** or ill effects which might follow upon the use of the shampoo or preparation
- e) at the time of sale of shampoo or other preparations the **Insured** shall provide to the pet's owners or an official guardian a printed copy of the "Instructions for Use" as supplied by the makers or vendors
- f) the **Company** shall not be liable for the cost of repairing or replacing any goods sold or supplied, or for any **Injury**, illness or **Damage** caused by or arising from:
 - i) any treatment of the eyes, eye lashes, ears or teeth or anything in the nature of a surgical operation
 - ii) any preparation manufactured

- or mixed by or on behalf of the **Insured**
- iii) any treatment using laser or ultra sound equipment.

For the purposes of this endorsement “pet’s owner” shall also include any responsible adult who has been given the permission of the pet’s owner to take the pet to the groomer.

SE96 House Sitters - Security Measures - Amendment to Exclusion to Section 1 - Liability

Exclusion (i) (ii) to Sub-Section A - Public Liability is amended as follows and Exclusion (i) (iii) is added:

- (ii) **Property** (other than motor vehicles) belonging to the **Insured’s** customer unless all locks, bolts, security, alarms or other protective measures are put in place whenever the building is left unattended, or overnight whether or not the **Insured** or their **Employee** remains in the building.
- iii) Other **Property** held in trust or in the custody or control of the **Insured** or of an **Employee** but this Exclusion shall not apply to:
 - a) **Property** as described in Exclusion (i) (ii) above
 - b) any personal **Property** (including motor vehicles) of directors, **Employees** or visitors of the **Insured**.

SE97 Damage to Passengers Luggage - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with **Damage to Property** belonging to any passenger.

SE99 Failure of Damp Proofing - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of claims arising from or in connection with **Damage** to buildings treated by the **Insured** (together with their contents) caused by damp or water penetration.

SL01 Failure to Comply with COSHH Regulations - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claims arising from or in connection with any failure by the **Insured** to comply with the requirements of 'Control of Substances Hazardous to Health' (COSHH) regulations.

SL02 Structural Waterproofing - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of claims arising from or in connection with any waterproofing which involves structural alteration.

SL05 Pressure Injection involving White Spirit - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of claims arising from or in connection with any process of pressure injection involving the use of white spirit or other flammable 'carrier'.

SX01 Underground Services - Condition Precedent to Liability

The Indemnity provided by Sub-Section A of Section 1- Liability is subject to the undernoted condition:

- a) The **Company** shall not be liable in respect of **Damage** to underground services unless the **Insured**:
 - (i) has taken or caused to be taken all reasonable measures to identify the location of such underground services before any work is commenced which may involve a risk of damage thereto. Reasonable measures include the use of the Dial before you Dig helplines of the utility suppliers in the area where the work is to be undertaken
 - (ii) has retained a written record of the measures which were taken to locate such underground services before such work has commenced
 - (iii) has adopted or caused to be adopted a method of work which minimises the risk of **Damage** to such services
- b) The **Company** shall not be liable for the first £1,000 in respect of each and every occurrence of **Damage** to fibre optic cables.

SX02 Libel, Slander and Defamation of Character - Exclusion to Section 1 - Liability, Sub-Section A - Public Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with any actual or alleged libel, slander or defamation of character by the **Insured** or **Employees**.

SX03 Hairdressers Treatment Risk - Extension to Section 1 - Liability

Section 1 - Liability, Sub-Section A - Public Liability is extended to indemnify the **Insured** in respect of all sums which the **Insured** becomes legally liable to pay as compensation in respect of **Injury** or **Damage to Property** caused by or arising from treatment given or administered by the **Insured** in the course of the **Business** of Hairdresser.

Provided that:

- (i) any processes of hair dyeing or tinting, perming or special treatments to the hair or scalp, ear or nose piercing, pedicure or manicuring shall not be carried out by any person with less than six months continuous service as a hairdresser or apprentice hairdresser except under the constant and direct supervision of a fully qualified person.
- (ii) the **Insured** shall not use any hair dye or preparation where the makers or vendors of the dye or preparation have issued a warning that it might be harmful without first notifying the customer of this fact and (except as provided in paragraph (iii) below) applying such tests as may be necessary or as may be required or recommended by the makers or vendors before undertaking the treatment. In the event of any test on a customer proving unsatisfactory the **Company** shall be under no liability in respect of any claims attributable to the use of such hair dye or preparation on the customer other than as a result of such test.
- (iii) where a particular dye or preparation has been applied by the **Insured** within the previous three months to an individual customer without ill effect the **Insured** may at the request of the

customer dispense with the test recommended or required by the makers or vendors provided that the **Insured** shall obtain from the customer a signed disclaimer relieving the **Insured** from all liability for any **Injury** or ill effects which might follow upon the use of the dye or preparation.

- (iv) at the time of sale of hair dyes or other preparations the **Insured** shall supply to their customers a printed copy of the "Instructions for Use" as supplied by the makers or vendors.
- (v) the **Company** shall not be liable for the cost of repairing or replacing any goods sold or supplied or for any **Injury** or **Damage** caused by or arising from:
 - (a) any treatment of the eyes or anything in the nature of a surgical operation
 - (b) any preparation manufactured by or on behalf of the **Insured**
 - (c) sunbeds or solaria.

The **Business** of Hairdresser is the activities associated with cutting, styling, colouring, tinting, dyeing, perming or specialist treatment to the hair or scalp, manicures, pedicures, shaving and ear or nose piercing services by stud gun method only but excludes any other body or facial piercing by any method. The liability of the **Company** under this Extension shall not exceed the limit of indemnity shown in the Schedule under Sub-Section A - Public Liability in respect of any one claim or number of claims arising out of one cause or in any one period of insurance.

SY01 Water Fed Pole System Window Cleaners - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the cleaning of windows by any means other than by use of a water-fed pole system.

SY02 Agricultural Contracting - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with livestock handling.

SY03 Hairdressers - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with work other than as a Mobile Hairdresser or a Hairdresser who rents a chair in a salon.

SY04 Car Valeting - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with vans exceeding 1000kg (or 20cwt).

SY05 Caterers - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with mobile snack vans.

SY06 Couriers - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** for sums which the **Insured** becomes legally liable to pay as compensation in respect of **Injury** or **Damage to Property** caused by or arising from the use of vehicles with a maximum laden weight exceeding 3.5 tonnes in the course of the **Business**.

SY07 Drain Cleaners - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with Drain Repairs.

SY08 Photographers - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with Studios.

SY09 Fitted Furniture Installation - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claims arising from or in connection with bathroom and kitchen fitting.

SY10 Fitness & Aerobic Instructors - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in

connection with martial arts.

SY11 Mobile or Renting a Chair in a Salon Only - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with work other than where the **Insured** is operating a mobile service or renting a chair in a salon.

SY12 Cars, Vans up to 3.5t, Motorhomes & Caravans - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with work on any vehicle other than a car, a van up to 3.5 tons, a motorhome or a caravan.

SY14 Fisheries Management - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with fisheries management.

SY15 Agricultural Management or Training - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with any agricultural management or training provided by the **Insured**.

SY16 Lifestyle or Image Consultant Treatment Risk - Extension to Section 1 - Liability

Section 1 - Liability, Sub-Section A - Public Liability is extended to indemnify the **Insured** in respect of all sums which the **Insured** becomes legally liable to pay as compensation in respect of **Injury** or **Damage to Property** caused by or arising from treatment given or administered by the **Insured** in the course of the **Business** of Lifestyle or Image Consultant consisting of the application of proprietary cosmetics.

SY17 Catering Service Provision - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with any provision of any catering service by the **Insured** in the course of the **Business**.

SY19 Massage Treatment Risk - Extension to Section 1 - Liability

Section 1 - Liability, Sub-Section A - Public Liability is extended to indemnify the **Insured** in respect of all sums which the **Insured** becomes legally liable to pay as compensation in respect of **Injury** or **Damage to Property** caused by or arising from massage treatment given or administered by the **Insured** in the course of the **Business**.

For the purpose of this Extension massage treatment means bodily and facial massage using proprietary creams and oils and can include acupressure, Bowen technique, hot stone treatments, reiki, reflexology, hydrothermal and the use of mechanical and infra red equipment.

Cover does not include:

- (a) massage undertaken on babies or children under 16
- (b) sports injury massage, or physiotherapy of any kind.

It is a condition precedent to any liability under this Extension that

- (i) massage treatment shall not be carried out by any person less than 1 year's continuous service except under the constant and direct supervision of a fully trained and experienced person before embarking on the treatment the customer must sign a declaration confirming that they are not pregnant; do not have any skin allergies; have no other known medical conditions that will be affected by such treatment; and have no infectious diseases.
- (ii)

The liability of the **Company** under this Extension shall not exceed the limit of indemnity shown in the Schedule under Sub-Section A - Public Liability in respect of any one claim or number of claims arising out of one cause or in any one period of insurance.

SY20 Excluding Failure to Perform - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the failure of thermal insulation to perform its intended function.

SY21 Provision of Training - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the provision of training by the **Insured** in the course of the **Business**.

SY22 Placement of Staff - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the placement of temporary staff in the course of the **Business**.

SY23 Plumbing or Heating Systems or Appliances - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the installation, repair or maintenance of any plumbing or heating systems or appliances.

SY24 Type of Premises and Height Restriction - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with work other than on private dwellings, flats or maisonettes not exceeding 15 metres in height.

SY25 Property Management - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the management of property on behalf of the **Insured's** clients.

SY27 Professional Negligence - Computer Programming or Software Development - Exclusion to Section 1 - Liability

The **Company** shall not be liable in respect of legal liability caused by or arising from the provision by the **Insured** of faulty advices or design in relation to the creation of computer programmes or the development of software on behalf of clients of the **Insured**.

SY28 Vehicles with a seating capacity exceeding 7 - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** for sums which the **Insured** becomes legally liable to pay as compensation in respect of **Injury** or **Damage to Property** caused by or arising from the use of motor vehicles with a seating capacity exceeding seven including the driver in the course of the **Business**.

SY30 Type of Roofing - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with roofing work other than slating, tiling, thatching or flat roofing using zinc, copper, aluminium, resin, fibreglass, glass reinforced plastic (GRP), polyvinyl chloride (PVC) or ethylene propylene diene monomer (EDPM) materials.

SY31 Flat Roofing Work - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with roofing work other than flat roofing using zinc, copper, aluminium, resin, fibreglass, glass reinforced plastic (GRP), polyvinyl chloride (PVC) or ethylene propylene diene monomer (EPDM) materials.

SY35 Failure to Perform - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the failure of any noise control or sound proofing treatment or **Products Supplied** to perform their or its intended function.

SY36 Libel, Slander and Defamation of Character - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with any actual or alleged libel, slander or defamation of character by the **Insured**.

SY37 Air Brush Tanning Treatment Risk - Extension to Section 1 - Liability

Section 1 - Liability, Sub-Section A - Public Liability is extended to indemnify the **Insured**

in respect of all sums which the **Insured** becomes legally liable to pay as compensation in respect of **Injury** or **Damage to Property** caused by or arising from treatment given or administered by the **Insured** in the course of the **Business** consisting of:

- a) body wrapping, scrubbing, brushing and exfoliation
- b) the application of tanning creams, sprays and oils and no other.

Provided that:

i) this Extension does not cover liability for the cost of repairing any goods sold or supplied or for any **Injury** or **Damage to Property** caused by or arising from:

- a) any preparation manufactured by or on behalf of the **Insured**
- b) use of sunbeds or solaria
- ii) before embarking on the treatment the customer must sign a declaration confirming that they do not have any skin allergies, have no other known medical conditions that will be affected by such treatment and have no infectious diseases

iii) the **Insured** shall not use any preparation where the makers or vendors of the preparation have issued a warning that it might be harmful without first notifying the customer of this fact and (except as provided in paragraph (iv) below) applying such tests as may be necessary or as may be required or recommended by the makers or vendors before undertaking the treatment. In the event of any test on a customer proving unsatisfactory the **Company** shall be under no liability in respect of any claims attributable to the use of such preparation on the customer other than as a result of such test

iv) where a particular preparation has been applied by the **Insured** within the previous three months to an individual customer without ill effect the **Insured** may at the request of the customer dispense with the test recommended or required by the makers or vendors provided that the **Insured** shall obtain from the customer a signed disclaimer relieving the **Insured** from all liability for an **Injury** or ill effects which might

- v) follow upon the use of the preparation at the time of sale of preparations the **Insured** shall supply to their customers a printed copy of the "Instructions for Use" as supplied by the makers or vendors.

The liability of the **Company** under this Extension shall not exceed the limit of indemnity shown in the Schedule under Sub-Section A - Public Liability in respect of any one claim or number of claims arising out of one cause or in any one period of insurance.

SY38 Business Management - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the management of third party owned businesses on behalf of clients.

SY39 Nursing or Personal Care - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the provision of any nursing or personal care services.

SY40 Failure to Perform - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the failure of any **Products Supplied** to perform their intended function.

SY41 Fundraising or Money Collection Activities - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with any fundraising or money collection activities.

SY42 Failure to Perform - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the failure of any cash register or weighing equipment **Products Supplied** to perform their or its intended function.

SY43 Colour Consultant Treatment - Liability Extension

Section 1 - Liability, Sub-Section A - Public Liability is extended to indemnify the **Insured**

in respect of all sums which the **Insured** becomes legally liable to pay as compensation in respect of **Injury** or **Damage to Property** caused by or arising from treatment given or administered by the **Insured** in the course of the **Business** of Colour Consultant consisting of the application of proprietary cosmetics.

SY45 Failure to Perform - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the failure of any electric gate or automatic barrier **Products Supplied** to perform its intended function.

SY46 Face Painters - Liability Condition

It is a condition precedent to liability that Face Painting must only be undertaken on persons under 16 years of age when a parent/guardian is present and using only CE approved proprietary face paints in accordance with the manufacturer's instructions.

SY47 Forestry, Woodland or Wildlife Management or Training - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with any forestry, woodland or wildlife management or training provided by the **Insured**.

SY48 Gaming and Amusement Machines - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claims arising from or in connection with the ownership, operation or hiring out of gaming and amusement machines.

SY49 Tanning and Pool Equipment - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the installation, maintenance or repair of tanning or pool equipment.

SY50 Private Dwellings, Flats and Maisonettes - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with work other than in private

dwellings, flats and maisonettes.

SY51 Reiki Healing - Treatment Risk Extension

Section 1 - Liability, Sub-Section A - Public Liability is extended to indemnify the **Insured** in respect of all sums which the **Insured** becomes legally liable to pay as compensation in respect of **Injury** or **Damage to Property** caused by or arising from treatment given or administered by the **Insured** in the course of the **Business** of Reiki healing and no other. The liability of the **Company** under this Extension shall not exceed the limit of indemnity shown in the Schedule under Sub-Section A - Public Liability in respect of any one claim or number of claims arising out of one cause or in any one period of insurance.

SY52 Failure to Perform - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the failure of any fire or security safe **Products Supplied** to perform their intended function.

SY53 Failure to Perform - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the failure of any sound proofing treatment or **Products Supplied** to perform their or its intended function.

SY54 Sports Surfacing - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the installation, maintenance or repair of spectator seating or stands nor any sports surfacing intended for use in connection with motorsports.

SY55 Failure to Perform - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the failure of any Sprinkler Installation **Products Supplied** to perform their or its intended function.

SY56 Work on telegraph poles, aerials, masts or satellite dishes – Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claims arising out of or in connection with any work on telegraph poles, aerials, masts or satellite dishes.

SY57 Failure to Perform - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the failure of any timber treatment or **Products Supplied** to perform their or its intended function.

SY58 Vending Machines - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claims arising from or in connection with the ownership, operation or hiring out of vending machines.

SY59 Videographers - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claims arising from or in connection with videography other than in respect of wedding or family celebrations.

SY60 Water Cooler Installation - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claims arising from or in connection with the connection of water coolers to a mains water supply.

SY61 Wedding/Party Planning - Exclusion to Section 1 - Liability

Exclusions (h) (i) and (ii) of Exclusions to Sub-Section A - Public Liability are restated as follows:

This Section does not cover:

- (i) liability arising through the defective design, plan, formula or specification of **Products Supplied** or out of errors or omissions in technical, professional or remedial instruction or advice

The following Exclusions are added:

Liability arising from:

- (o) any act, error or omission of any contractors or sub-contractors in connection with any party or event organised by the **Insured**

- (p) the use of pyrotechnics or fireworks
- (q) the use or provision of any inflatable devices (including bouncy castles), slides or rides (mechanical or otherwise), rodeo bulls, trampolines, quad bikes or go-karts
- (r) the erection or dismantling of tents and marquees
- (s) ballooning, flying, circus or stunt acts, bungee running or jumping.

Extensions to Sub-Sections A - Public Liability and B – Employers’ Liability Extension 1 Indemnity to Principal is deleted in respect of the organising of any party or event by the **Insured**.

SY62 Vehicle Window Film - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the installation or repair of vehicle window film that is not installed or repaired in accordance with the requirements of the Road Vehicles (Construction and Use) Regulations 1986.

SY63 Failure to Perform - Liability Exclusion

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the failure of any woodworm or dry rot treatment or **Products Supplied** to perform their or its intended function.

SY64 Work on public roads, highways or motorways - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with any work in or on any public road, highway or motorway.

SY65 Failure to Perform - Exclusion to Section 1 - Liability, Sub-Section A - Public Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the failure of any window treatment or **Products Supplied** to perform their or its intended function.

SY66 Face Painters Treatment Risk - Extension to Section 1 - Liability

Section 1 - Liability, Sub-Section A - Public Liability is extended to indemnify the **Insured** in respect of all sums which the **Insured** becomes legally liable to pay as compensation in respect of **Injury** or **Damage to Property** caused by or arising from treatment given or administered by the **Insured** in the course of the **Business** of Face Painting consisting of the application of proprietary face paints. The liability of the **Company** under this Extension shall not exceed the limit of indemnity shown in the Schedule under Sub-Section A - Public Liability in respect of any one claim or number of claims arising out of one cause or in any one period of insurance.

SY77 Gardening Services - Exclusion to Section 3 - Contractors All Risks

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with **Damage** to seeds, plants, shrubs, trees or turf caused by atmospheric or climatic conditions other than wind and rain.

SY78 Failure to Germinate - Exclusion to Section 3 - Contractors All Risks

The **Company** shall not indemnify the **Insured** in respect of the failure of any seed, bulb, sapling or crop of any kind to germinate or to root.

SY79 Gardeners - Exclusion to Section 3 - Contractors All Risks

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with **Damage** to seeds, plants, shrubs, trees or turf caused by atmospheric or climatic conditions other than wind and rain.

SY80 Failure to Germinate - Exclusion to Section 3 - Contractors All Risks

The **Company** shall not indemnify the **Insured** in respect of the failure of any seed, bulb, sapling or crop of any kind to germinate or to root.

SY81 Groundsmen - Exclusion to Section 3 - Contractors All Risks

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with **Damage** to seeds, plants,

shrubs, trees or turf caused by atmospheric or climatic conditions other than wind and rain.

SY82 Failure to Germinate - Exclusion to Section 3 - Contractors All Risks

The **Company** shall not indemnify the **Insured** in respect of the failure of any seed, bulb, sapling or crop of any kind to germinate or to root.

SY85 Landscape Gardeners - Exclusion to Section 3 - Contractors All Risks

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with **Damage** to seeds, plants, shrubs, trees or turf caused by atmospheric or climatic conditions other than wind and rain.

SY86 Failure to Germinate - Exclusion to Section 3 - Contractors All Risks

The **Company** shall not indemnify the **Insured** in respect of the failure of any seed, bulb, sapling or crop of any kind to germinate or to root.

SY87 Lawn Services - Exclusion to Section 3 - Contractors All Risks

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with **Damage** to seeds or turf caused by atmospheric or climatic conditions other than wind and rain.

SY88 Failure to Germinate - Exclusion to Section 3 - Contractors All Risks

The **Company** shall not indemnify the **Insured** in respect of the failure of any seed or turf of any kind to germinate or to root.

SY89 Failure to Germinate - Exclusion to Section 3 - Contractors All Risks

The **Company** shall not indemnify the **Insured** in respect of the failure of any seed or turf of any kind to germinate or to root.

SY90 Sports Surfacing - Exclusion to Section 3 - Contractors All Risks

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with **Damage** to seeds or turf caused by atmospheric or climatic conditions other than wind and rain.

SY91 Turfing Services - Exclusion to Section 3 - Contractors All Risks

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with **Damage** to seeds or turf caused by atmospheric or climatic conditions other than wind and rain.

SY92 Failure to Germinate - Exclusion to Section 3 - Contractors All Risks

The **Company** shall not indemnify the **Insured** in respect of the failure of any seed or turf of any kind to germinate or to root.

SY93 Underpinning - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with underpinning unless such work forms part of a contract for erection, reconstruction, alteration or repair by the **Insured**.

SY94 Failure to Perform - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the failure of any cable television **Products Supplied** to perform their or its intended function.

SY95 Failure to Perform - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with any CCTV or ancillary equipment to perform their or its intended function.

SY96 Failure to Perform - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the failure of any draught proofing treatment or **Products Supplied** to perform their or its intended function.

SY97 Road Barrier or Safety Fencing - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the installation, dismantling, maintenance or repair of road barriers or

safety fencing.

SY98 Project Management - Amendment to Conditions Precedent to Section 1 - Liability

Item c) of Condition 1 - Bona-Fide sub-contractors of Conditions Precedent to Section 1 - Liability is deleted and is of no effect.

SY99 Agricultural Contracting - Exclusion to Section 1 - Liability

The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with soil treatment.

Z198 Work Experience Persons - Extension to Section 1 - Liability

Sub-Section B – Employers' Liability of Section 1 is operative solely in respect of students or persons working for the **Insured** (in accordance with the **Insured's** normal **Business** activities) under a work experience or similar scheme up to a maximum of 28 days in any one period of insurance. It is further noted that Cover under Sub-Section A - Public Liability of Section 1 is also operative.

Z241 Amendment to Section 4 - Legal Expenses

Section 4 - Legal Expenses detailed in your main Policy wording is no longer operative.

Where cover is operative please refer to the separate Business Legal Guard policy wording for full details of the cover, terms conditions and exclusions.

Z244 Amendment to Financial Services Compensation Scheme wording

The wording provided under the Financial Services Compensation Scheme is deleted and replaced as follows:

Financial Services Compensation Scheme
In the event that Ageas Insurance Limited is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme.

For compulsory insurance you may be entitled to compensation up to 100% of the claim. For all other types of insurance you may be entitled to compensation up to 90% of the

claim.

Further information is available from the Financial Services

Compensation Scheme; their telephone number is 0207 8927300.

Alternatively, more information can be found at www.fscs.org.uk.

Z245 Amendment to Making a Claim wording

The wording provided under Making a Claim is deleted and replaced as follows:

If anything happens which may result in a claim being made:

Make Safe and Secure

Prevent further **Damage** and arrange for emergency repairs. For example, if you have frozen pipes you should turn off the water supply and if necessary call out a 24 hour plumber.

Remember, if you do not have your own contractor, Business Assistance can arrange for an approved contractor to effect repairs, any time of the day or night. Please refer to your Schedule for details of the telephone number and reference number (which you will need to quote).

Tell the Police

Advise them immediately of any damage caused by theft, attempted theft, malicious persons, or any loss of **Property**. Take all practical steps to discover the guilty persons and recover the **Property** lost or stolen.

Tell Us

Contact us, or your intermediary as soon as possible, quoting your policy number in full (including any letters before and after the numbers). Refer to your Schedule or the front of this Policy for details of the 24 hour telephone and fax numbers for claims reporting. Alternatively you can write to Commercial Claims, Ageas Insurance Ltd, Ageas House, The Square, Gloucester

Business Park, Brockworth, Gloucester GL3 4AD.

For loss or damage: obtain 2 estimates for repairs or replacement (as appropriate). Do not delay sending in the claim form until you get the estimates – simply tell us on the form that they are being obtained, and send them to us when you have them.

For incidents involving damage to other people's **Property** or **Injury** to others; do not admit liability or offer any payments. Send us written details of the incident along with the names and addresses of any witnesses immediately. Send us every letter or other documents alleging liability or negligence, unanswered. It is very important that these are dealt with, by us, immediately.

For claims under Section 4 – Legal Expenses please refer to the separate Business Legal Guard policy wording.

Keep Evidence

Keep all damaged **Property** and other evidence for inspection until you are advised by the police and us that you may dispose of it.

Z247 Amendment to the Complaints Procedure

The Section titled "What to do if you have a complaint" within the Policy wording is deleted and replaced as follows:

Should there ever be an occasion where you need to complain, we will sort this out as quickly and fairly as possible.

If your complaint is about the way your policy was sold to you, please contact your insurance agent to report your complaint.

If you have a complaint regarding your claim, please telephone us on the number shown in your claims documentation.

Alternatively, for claims or any other type of complaint, you can also write to us at the address shown below or email us through our website at www.ageas.co.uk/complaints (please include your policy number and claim number if appropriate).

Customer Services Advisor
Ageas Insurance Limited
Ageas House
Tollgate
Eastleigh
Hampshire
SO53 3YA

We will try to resolve your complaint by the end of the next working day. If we are unable to do this, we will write to you within five working days to either:

- tell you what we have done to resolve the problem; or
- acknowledge your complaint and let you know when you can expect a full response. We will also let you know who is dealing with the matter.

We will always aim to resolve your complaint within four weeks of receipt. If we are unable to do this we will give you the reasons for the delay and indicate when we will be able to provide a final response.

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service (FOS) if:

- you have an annual turnover of less than EUR 2million and fewer than 10 employees and,
- if for any reason you are still dissatisfied with our final response, or
- if we have not issued our final response within eight weeks from you first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you've tried to resolve it with us.

South Quay Plaza,
183 Marsh Wall
London
E14 9SR

Using this complaints procedure will not affect your legal rights.

Ageas Insurance Limited

Office addresses

Ageas House, The Square
Gloucester Business Park
Brockworth, Gloucester
GL3 4AD

Registered address

Ageas House
Tollgate
Eastleigh
Hampshire
SO53 3YA

Email: talkback@ageas.co.uk
Website: www.ageas.co.uk

Registered Number 354568

Ageas Insurance Limited is authorised
and regulated by the Financial Services
Authority

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