



# COMBINED LIABILITY INSURANCE POLICY SCHEDULE

## MASTER SCHEDULE

<b>Policy Number</b>	UC ADC 5060643
<b>Schedule Number</b>	002
<b>Reason For Issue</b>	Renewal
<b>Broker</b>	Arthur Doodson (Brokers) Limited
<b>Named Insured</b>	Peak Hire Ltd
<b>Postal Address</b>	Unit 26, Ullenwood Court Cheltenham GL53 9QS
<b>Business</b>	Hire, Sales & Installation of Lighting & Sound Equipment. Production Services to the Events & Entertainment Industry
<b>Period of Insurance</b>	27 April 2011 to 26 April 2012 (both dates inclusive)
<b>Renewal Date</b>	27 April 2012

The following Section(s) and Operational Extension Clauses of the Policy are operative

### PUBLIC AND PRODUCTS SECTION

<b>Limit of Indemnity</b>	£5,000,000	Any one occurrence as stated in the Policy
	£5,000,000	For Products Liability amount opposite shall be the total amount payable during any one Period of Insurance as stated in the Policy in respect of third party property damage other than described below
<b>Section Deductible(s)</b>	£250 each claim	
<b>Schedule Issued Code</b>	TRV0244 05.09	
<b>Section Endorsement(s)</b>	PL02, PL21, F3554	

### EMPLOYERS' LIABILITY SECTION

<b>Limit of Indemnity</b>	£10,000,000	Any one occurrence as stated in the Policy
<b>Schedule Issued Code</b>	TRV0244 05.09	
<b>Section Endorsement(s)</b>		



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**Policy Number** UC ADC 5060643

<b>Section(s) / Optional Extension Clauses</b>	<b>Premium(s) Due</b>	<b>Future Annual Premium(s)</b>
Employers' Liability	£255.75	£255.75
Public Liability	£444.25	£444.25
<b>Sub Total</b>	£700.00	£700.00
<b>Insurance Premium Tax</b>	£42.00	£42.00
<b>Total</b>	£742.00	£742.00

**Schedule Issued Code** TRV0244 05.09

**Policy Endorsement(s)**

**GE31 31 Doodsons Entertainment End**

**Office Use Only**

**Band: 1a**

**Examined By:**

**Date:**

**GENERAL POLICY ENDORSEMENT  
GE31 – 31 Doodson Entertainment End****Attaching to and forming part of the Policy**

As from the effective date shown in the schedule the following amendments are made to the Policy

1. The following General Definition is added

**Insured Event**

The words 'Insured Event' shall mean either

- (a) the specific event described as the 'Insured Event' forming part of the Business description stated in the Master Schedule

or where there is no such specific event described shall mean

- (b) any festival, outdoor or indoor show (or similar event) organised and/or promoted by the Named Insured where the Business applies to the activities of an event organiser or promoter but not showmen or funfairs unless such activities have been declared to and agreed by the Company

2. General Definition 4 - Business is restated as follows

**4. Business**

The word 'Business' shall mean the business described in the Master Schedule carried on by the Named Insured at or from premises within the Territorial Limits and shall include

- (a) all activities undertaken by the Named Insured in connection with any Insured Event
- (b) any performance, rehearsal, recording or promotional activity undertaken by the Named Insured where the Business applies to the activities of a performer
- (c) the ownership and/or occupancy of the property by the Named Insured
- (d) the provision and management by the Named Insured of catering sports social welfare and educational organisations fire first aid medical dental ambulance and security services

3. The General Definition 16 Employee is amended to additionally include any driver or operator of plant hired to the Named Insured whilst working directly for the Named Insured in connection with the Business
4. Notwithstanding General Condition 5 Reasonable Care for the avoidance of doubt the Named Insured shall take all reasonable precautions in checking the credentials of all Employees it engages
5. Under the Public and Products Liability Section where operative or any Optional Extension Clauses or endorsements attaching thereto the Company shall only indemnify the Insured in respect of liability arising from Products where arising from food and or drink and or merchandise and or souvenirs sold or supplied by or through the Named Insured in connection with the Business and in respect of such indemnity for the avoidance of doubt
  - (a) the Limit of Indemnity stated in the Schedule in respect of Products shall apply



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(b) the terms conditions and exclusions of the Section relating to Products remain in full and effective force in so far as they are capable of being applicable to such goods and or food and or drink and or merchandise and or souvenirs

6. Exclusion 4 applying to the Public and Products Liability Section (where such Section is operative) is restated as follows

4. liability arising from the ownership possession or use by or on behalf of the Insured of any vessel or craft (other than non powered water craft) made or intended to float on or in or travel through water or air or space

7. The following General Definition and General Condition is added

## **General Definition - Abuse**

The word 'Abuse' shall mean any illegal or offensive act or omission that results in the maltreatment of a person and which may be of (but not limited to) a physical sexual verbal psychological or emotional or financial nature

## **General Condition - Abuse**

*This condition shall apply in respect of the Public and Products Liability Section and Professional Indemnity Section where insured*

In respect of any legal liability (and or prosecution defence costs and expenses in so far as indemnity is provided under the Public and Products Liability Section) directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse it is understood and agreed that

(a) any of the specified amounts detailed in the Schedules as limits of indemnity or the amount of any other limit stated in the Policy shall (where not already so stated) be the total amount payable in the aggregate in respect of all claims during any one Period of Insurance and which amount shall be inclusive of all claimants' and defence costs and expenses to the extent indemnified for (and in respect of the Public and Products Liability Section prosecution defence costs and expenses to the extent indemnified for)

(b) where legal liability is not attributable to a single identifiable event that occurs at a single fixed time and place then for the purpose of what constitutes one claim in respect of the provision of indemnity under this Policy and the application of the Deductible and inter alia paragraph (a) of General Exclusion 5 all occurrences of Abuse suffered by any individual Third Party claimant committed during the Period of Insurance shall be considered individually as one claim

For the purposes of this condition the reference to Period of Insurance shall include any period prior to the Period of Insurance where the insurance is subject to a retroactive date provision which relates to a period prior to the Period of Insurance during which any act or omission giving rise to indemnity under the insurance may have been committed

8. General Definition 28 Professional Healthcare Services and Exclusion 13 applying to the Public and Products Liability Section and Exclusion 14 applying to the Professional Indemnity Section is deleted

In so far as indemnity would otherwise be provided the Company shall not be liable under the

(a) Public and Products Liability Section

(b) Professional Indemnity Section

where operative or any Optional Extension Clauses or endorsements attaching thereto in respect of Bodily Injury arising from an act or omission in the provision of or failure to provide Health Care but this shall not apply (in so far as indemnity is otherwise provided) in respect of legal liability directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse committed by care assistants nursing auxiliaries or social workers whilst working directly for the Named Insured in connection with the Business

For the purpose of this paragraph 7 of this endorsement the words

- (a) 'Health Care' shall mean health care (but not First Aid) rendered by members of the health care and allied services or by others consequent on decisions or judgements made by such members

Such members shall include but not be limited to

- (i) medical and dental practitioners
- (ii) nurses
- (iii) midwives
- (iv) care assistants and nursing auxiliaries
- (v) ambulance personnel
- (vi) laboratory technicians
  
- (vii) professions allied to medicine
- (viii) social workers

- (b) 'First Aid' shall mean emergency care (other than pre planned emergency treatment for specific individuals) given immediately to an injured or sick person by an Employee or volunteer worker of the Named Insured in the course of carrying out their duties when undertaking the Named Insured's business activities

- (c) 'Abuse' shall mean any illegal or offensive act or omission that results in the maltreatment of a person and which may be of (but not limited to) a physical sexual verbal psychological or emotional or financial nature

9. Notwithstanding Exclusion 1(d) and clause 13 of the Cover applying to the Public and Products Liability Section the Company shall not be liable to indemnify the Insured in respect of Damage to any ground (including but not limited to any pitch grass area or athletic track) where such Damage would be regarded as inevitable
10. Notwithstanding anything contained in General Condition 1 it shall be a condition precedent to any liability of the Company under the Public and Products Liability Section to make any payment in respect of legal liability of whatsoever nature (and inclusive of claimants' and defence costs and expenses) in connection with and or for Damage to pipes cables mains and other underground services occurring when digging boring or excavation work being undertaken that the Insured shall have
- (a) 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
  - (b) retained a written record of the measures which were taken to locate such underground services
  - (c) adopted or caused to have been adopted a method of work which minimises the risk of Damage to such underground services

11. The following General Condition is added

**General Condition – Consent From Public Authorities**

If any Insured Event requires fire authority and or local authority consent the Named Insured shall ensure that such consent has been obtained and is maintained

12. Notwithstanding Exclusion 3 applying to the Public and Products Liability Section the Company shall not be liable under the Public and Products Liability Section where operative or any Optional Extension Clauses or endorsements attaching thereto to indemnify the Insured in respect of liability attaching by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement other than



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(a) to the extent provided for under clause 10 of the Cover – Indemnity to Principal

(b) where the Company shall have signified its general approval to the form of such contract or agreement by endorsement hereon

13. Clause 6 of the Cover – Vendor's Liability applying to the Public and Products Liability Section is deleted and of no effect

14. In so far as indemnity would otherwise be provided the Company shall not be liable under the Public and Products Liability Section where operative or any Optional Extension Clauses or endorsements attaching thereto in respect of legal liability directly or indirectly resulting from caused by contributed to attributed to firework or pyrotechnic displays (other than stage special effects) unless such activities have been declared to and agreed by the Company

**Subject otherwise to the terms conditions and exclusions of the Policy**

**PUBLIC & PRODUCTS SECTION ENDORSEMENT  
PL02 – Heat Work Away Conditions****Attaching to and forming part of the policy**

Definitions applicable to this endorsement:

The word 'Equipment' shall mean grinding wheels cutting discs angle grinders electric oxy-acetylene or other welding or cutting equipment blow torches blow lamps or flame guns or hot air guns in each case howsoever powered or driven including all gas or fuel containers and hose connections

The words 'Bitumen Heaters' shall mean vessels for the heating of tar bitumen or bituminous compounds

The Company shall not be liable to indemnify the Insured in respect of liability arising from or caused by the use of Equipment or Bitumen Heaters away from premises owned by or leased or rented to the Insured unless the following precautions are taken at all times

- a. a responsible worker is appointed to facilitate compliance with all requirements of these conditions
- b. prior permission from the occupier/owner of the site has been granted to use the Equipment or Bitumen Heaters and suitable and adequate fire extinguishing appliances are provided at the point of use  
Suitable and adequate fire extinguishing appliances shall as a minimum mean a nine litre water or a two kilogram multi purpose fire extinguisher
- c. all workers are aware of the location of fire alarms and fire fighting equipment provided on site which shall be ready for operation at the time the Equipment or Bitumen Heaters are in use
- d. the item being worked on and the area where the Equipment is to be used including on the other side of any ceiling floor wall or partition and within and on the other side of any tank pipe drum or apparatus are checked to ensure that no combustible material or inflammable liquid or gas is in danger of ignition directly or through conducted heat
- e. all combustible materials or inflammable liquid or gases in the vicinity of the work other than gas or fuel connected to the Equipment shall be removed to a point at least eight metres from the area where the Equipment is being used

Any combustible material or inflammable liquid or gases which can not be reasonably moved shall be covered and fully protected by overlapping sheets/screens of non combustible material

Where the nature of materials or liquids or gases can not be properly verified by a suitably qualified person as non combustible or non inflammable they must be assumed as combustible or inflammable and all stated precautions be carried out in full

- f. Equipment and Bitumen Heaters are examined prior to use and any defects found are repaired or replaced prior to use
- g. Equipment and Bitumen Heaters are attended at all times whilst in operation and only used in accordance with the manufacturers instructions and by a worker who is trained and experienced in its use
- h. whilst heating is taking place Bitumen Heaters are kept in the open or if within a building or on a roof then placed on a surface of non combustible material
  - i. the area where the Equipment has been used including on the other side of any floor wall ceiling or partition and within and on the other side of any tank pipe drum or apparatus is to be examined immediately following use of the Equipment and then at regular intervals for at least one hour to ensure that there is no risk of fire

**Subject otherwise to the terms conditions and exclusions of the Policy**



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## **PUBLIC & PRODUCTS SECTION ENDORSEMENT PL21 – Bonafide Sub/Con Excl.**

### **Attaching to and forming part of the policy**

The Company will not indemnify the Insured under this Section in respect of any claim arising out of or in connection with work undertaken on behalf of the Insured by independent contractors (bona fide sub contractors) unless at the time of employing such contractors the Insured obtains and retains a copy of evidence (being a copy of the relevant insurance policy schedule or other written proof) that such contractors have in force throughout the duration of their contract with the Insured insurances as follows

- a. Employers Liability insurance in accordance with any law relating to compulsory insurance of liability to employees
- b. Public Liability insurance covering legal liability for
  - i. Bodily Injury to any person other than as in a) above and
  - ii. Damagewith a limit of indemnity not less than that applying to this Policy and containing an indemnity to principals clause

This condition will not apply where independent contractors (bona fide sub contractors) are appointed to carry out work for the Insured in an emergency in circumstances where there is insufficient time to obtain written evidence provided always that the Insured have obtained verbal confirmation from such contractors that insurances detailed in a) and b) above are in force and a full written record of the inquiry is made by the Insured at the time of inquiry and is retained

**Subject otherwise to the terms conditions and exclusions of the Policy**

## **PUBLIC & PRODUCTS SECTION ENDORSEMENT F3554 – Property in the Insured’s Care, Custody or Control**

### **Attaching to and forming part of the policy**

It is noted that Exclusion 1 (d) under this section excluding the cost of making good Damage to the property in the Insured’s care custody or control is hereby deleted.

**Subject otherwise to the terms conditions and exclusions of the policy**