

SCHEDULE**Master Tradesman Plus****Policy Number: B2507566002024**

Authorised and regulated by
the Financial Services Authority

Period of Insurance from

14/10/2009

To Noon Renewal Date

14/10/2010

Primo plc
Cumberland House
Baxter Avenue
Southend-on-Sea
Essex
SS2 6HZ

Agency No 07566**Agent's Ref:**

Insured

Mr John Lazenby Trading as John Lazenby

Address

80 Harrow Road
Warlingham
Surrey
CR6 9EW

Trading Name

John Lazenby

Business Description

Disc Jockey - Mobile

Premium

£112.38

Premium Tax (5%)

£5.62

Total

£118.00

The following sections are in force

Section	Description	Limit of Indemnity	Premium Exc. Tax
PL	Public Liability	£5,000,000	£112.38

Data Protection Act

If the broker or intermediary you have used to obtain this insurance policy ceases to carry on business, to otherwise trade or be regulated by the FS, as an insurance intermediary, we may transfer your personal data and information to another insurance intermediary who will continue to effect insurance cover for you. Please let us know if you do not want us to share your personal data and information with another insurance intermediary as described above.

If you have any queries about the use of your information please write to the Data Protection Officer, MMA Insurance plc, Norman Place, Reading, RG1 8DA

Reason for Issue

New Business

Schedule Dated

08/10/2009

IMPORTANT Any query should be referred immediately to your Insurance Broker or Agent.**Please read this Schedule carefully, check that it meets your requirements and keep it safely with your Policy document**

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Continuation Page 1

The
Insured

Mr John Lazenby Trading as John Lazenby

Trading Name

John Lazenby

The Endorsements shown below apply to your Policy.
For full details of the wordings please refer to the Policy document or the Policy Schedule as appropriate

113. Limited Special Effects Exclusion

The Insurer shall not provide indemnity against liability caused by or arising from or in connection with use of special effects. This exclusion shall not apply in respect of the Insured's use of lighting as part of the Insured's Business. It is further understood that for the purpose of this exclusion the definition of lighting does not include strobe lighting.

118. North America Exports Products Liability Exclusion

The Insurer shall not provide indemnity against liability caused by or arising from any Product Supplied which is exported directly or indirectly to the United States of America or Canada.

117. No Waiver of Subrogation Condition

It is a condition precedent to the liability of the Insurer under this Policy that the Insured shall not have waived rights of subrogation against any manufacturers and/or suppliers of goods supplied to the Insured.

112. Imports From Outside European Union Exclusion

The Insurer shall not provide indemnity against liability caused by or arising from or in connection with any Product Supplied which has been imported by the Insured from a country which is not a member country of the European Union.

108. Efficacy Exclusion

The Insurer shall not provide indemnity against liability caused by or arising out of or in connection with the failure or inadequacy (whether full or partial) of any Product Supplied to perform the function for which it was intended.

124. Sub-Contractors Condition - Effective 6th January 2006

It is a condition precedent to liability of the Insurer under this Policy that the Insured shall ensure that all sub-contractors and service providers to the Insured have Employers liability and Public liability insurance in respect of their liability at law and that such insurance

- a) shall provide a Limit of Indemnity not less than that provided by this Policy
- b) is extended to indemnify the Insured as Principal in respect of such liability.

100. Abuse and Molestation Exclusion

The Insurer shall not provide indemnity against liability caused by or arising from sexual abuse and/or the molestation of any person.

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance

Reason for Issue

New Business

Schedule Dated

08/10/2009

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Please read this Schedule carefully, check that it meets your requirements and keep it safely with your Policy document



MASTER TRADESMAN PLUS Insurance Policy



Introduction

Thank you for choosing MMA Insurance.

This is your Master Tradesman Plus policy. It sets out the details of your insurance contract with MMA Insurance plc.

Upon payment of the **Premium** for the **Period of Insurance** or any subsequent period for which the **Company** shall agree to accept payment the **Company** will indemnify the insured in accordance with and subject to the terms of the policy.

Please read this Policy and its Schedule to ensure that they are in accordance with your requirements. Any query should immediately be referred to your insurance broker or intermediary.

Contact Numbers

CLAIMS

In the event of you wishing to make a claim we would ask you to follow the procedures we have detailed. This will enable best response on our part and we will endeavour to get things back to normal as quickly as possible.

Commercial Care Line 08708 44 44 47

HELPLINES

As an MMA Policyholder should you require advice or guidance on any business legal or business taxation problem you may use the following 24-hour Telephone Helplines at any time within the period of this policy.

Business Legal Helpline

The service is provided by Capita Assistance.

Telephone **0870 523 4657** and quote your policy number.

Business Taxation Helpline

You will have access to a team of tax advisers who will be able to provide expert advice over the telephone on any UK tax problem such as tax queries which arise from running a firm to queries regarding Self Assessment.

This service is provided by Capita Assistance.

Telephone **0870 523 4657** and quote your policy number.

Advice given to you will be confirmed in writing where necessary.

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General Information

It is an existing condition of your policy that you take all reasonable precautions to avoid loss or damage to underground pipes, cables or other services (General Condition 11).

Fibre optic cables and other underground services

British Telecom is undertaking a programme of replacing some existing underground cables with FIBRE OPTIC CABLES. These cables are made of strands of glass fibre and transmit messages by a series of light pulses which travel along the fibres and in many instances they will simply be laid in the existing cable ducts which are normally made of earthenware.

Each cable is less than one inch in diameter and the larger ducts may carry up to 20 fibre optic cables which cannot be repaired if damaged.

The cables are laid in 2 kilometre lengths and the cost of replacing one cable of this length is estimated to be £10,000 plus labour and other charges. In view of the number of cables in some ducts, damage could result in a claim cost in excess of £250,000.

It is essential that those engaged in excavation works establish whether there are any underground services in the vicinity of the proposed excavations. The need to check for fibre optic cables is even more important in view of the expensive replacement costs and the effect that such a claim could have on the premium and terms for your insurance policy.

British Telecom operates a nationwide Freephone cable location service 'Dial Before You Dig' on 0800 917 3993. There are also many local arrangements.

You must always ring B.T. prior to excavation to ensure that there are no fibre optic or other cables in the area of your work and also contact the other service organisations to enquire whether other underground pipes or cables may be in the area.

Customer Information

Complaints Procedure

It is always our intention to provide a first class standard of service. If you do have any cause for complaint, you should either contact your insurance advisor who arranged your policy or MMA Insurance. Please have your policy number to hand.

If the matter is not resolved to your satisfaction, please write to the Customer Services Director at MMA Insurance plc, Norman Place, Reading, Berkshire RG1 8DA.

If you consider the matter still unresolved, the following options are open to you:

1. Contact the Chief Executive at MMA Insurance plc, Norman Place, Reading, Berkshire RG1 8DA.
2. Ask for your case to be reviewed by the Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall, London E14 9SR. There are a few instances where the FOS is not able to assist and you must have allowed MMA the opportunity to resolve your complaint before the FOS will become involved.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to receive compensation from the scheme if we cannot meet our obligations.

This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

Further information is available from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsooken Street, London E1 8BN (website www.fscs.org.uk).

Law Applicable to Contract

It is possible to choose the Law applicable to a contract of insurance covering a risk situated in the United Kingdom. We have chosen Scottish Law if you live in Scotland and English Law if you live elsewhere in the United Kingdom.

Payment of your premium is evidence of acceptance of our choice. If any other law is to apply, it must be agreed by both parties and evidenced in writing.

Cancellation

You have a statutory right (under Financial Services Authority rules) to cancel your policy during a period of 14 days from the day of purchase of the contract or the day on which you receive your policy documentation whichever is the later.

If You wish to do so and the insurance cover has not yet commenced you will be entitled to a full refund of the premium paid.

Alternatively if you wish to do so and the insurance cover has already commenced you will be entitled to a refund of the premium paid, subject to a deduction for the time which you have been covered and a service charge of 10%. This will be calculated on a pro-rata basis for the period for which you received cover. This applies regardless of whether or not a claim has been made.

To exercise your right to cancel, please contact your insurance advisor at the address shown on your policy schedule.

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

For your cancellation rights outside the statutory cooling off period please refer to condition 8 on page 6 of this policy document

Conditions applicable to all Sections

1. Identification

The policy Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part shall bear such meaning wherever it may appear

2. Claims procedure and requirements

1. On the happening of any **Bodily Injury** loss or damage the **Insured** or his legal personal representative shall at his own expense
 1. give immediate written notice to the **Company**
 2. take all reasonable precautions to prevent further **Bodily Injury** loss or damage
 3. within 30 days submit in writing full details of the incident
 4. supply all estimates information and assistance as may be required
 5. send to the **Company** any writ summons or other legal process issued or commenced against the **Insured**
 6. notify the **Company** immediately of any impending prosecution inquest or fatal accident inquiry
2. the **Insured** shall not negotiate admit or repudiate any liability without the written consent of the **Company**
3. the **Company** shall be entitled
 1. to negotiate defend or settle in the name of and on behalf of the **Insured** any claim made against the **Insured**
 2. to prosecute at its own expense and for its own benefit any claim for indemnity damages or otherwise in the name of the **Insured**
 3. at any time to pay to the **Insured** the Limit of Indemnity (after deduction of any amount or amounts already paid) or any lesser sum for which a claim or claims can be settled and upon such payment shall be under no further liability in respect of such claim or claims except for Costs and Expenses defined in Extension 1 incurred prior to the date of such payment
4. On the happening of any occurrence of loss or damage caused by theft or attempted theft or malicious persons the **Insured** shall give immediate notice to the Police

3. Application of heat and fire precautions

This condition does not override any Endorsement on the policy excluding the use or application of heat or use of any equipment or materials otherwise covered by this condition

It is a condition precedent to any liability of the **Company** that the following precautions will be complied with by The **Insured** and/or any **Employee** and/or any of their Sub Contractors whenever work is undertaken away from the **Insured's** own premises involving the use of electric oxy-acetylene or other welding or flame cutting equipment blow lamps blow torches hot air guns tar bitumen or asphalt heaters or any other work involving the use or application of heat or the use of Angle Grinders.

1. All work involving the use or application of heat
 1. a thorough examination of the immediate vicinity of the work including the area on the other side of any wall door or other partition shall be made to ensure that no combustible materials (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) are in danger of ignition by direct or conducted heat
 2. any combustible material (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) shall be removed to a distance of not less than 10 metres from the point of work and any combustible materials (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection
 3. there is to be kept available for immediate use at the site of the work either one portable multi purpose dry powder or Carbon Dioxide fire extinguisher with a minimum capacity of 4.00 Kilograms or a water fire extinguisher of not less than 8 litres capacity made to current European Standards and serviced in accordance with current European Standards

Conditions applicable to all Sections

continued

4. the ignition and operation of all equipment shall be strictly in accordance with the manufacturers instructions
5. no lighted or switched on equipment is to be left unattended and hot tools and hot tips not in use are to be placed in incombustible containers
6. any gas cylinders for the equipment used are to be removed from the point of application of heat as far as practicable during use and outside the premises or at least 15 metres from the point of application of heat when not in use
7. for one hour after completion of each period of work involving the application of heat and after the completion of work involving the application of heat in any area in such circumstances that the area previously worked upon ceases to be sufficiently visible to ensure that any outbreak of fire or signs of the possible outbreak of fire will be noticed in any area or areas in which work has been carried out shall not be left unattended and a thorough inspection of the area surrounding the work including that described in paragraph 1 above shall be made at frequent intervals up to the end of the period of one hour to ensure that nothing is smouldering and there is no risk of fire including the area on the other side of any wall door or other partition

In addition it is a condition precedent to any liability of the **Company** that whenever the equipment and materials detailed below is in use, the additional precautions specified will be complied with by the **Insured** and/or any **Employee** and/or any of their sub-contractors whenever work is undertaken away from the **Insured's** own premises

1. Tar bitumen or asphalt heaters
all heating of tar bitumen asphalt or pitch shall be carried out in a suitable vessel and the vessel is to be located at ground level and in the open air

4. Flammable Solvents

It is a condition precedent to any liability of the **Company** that whenever solvents or glues with a flashpoint below 23 degrees Centigrade are used, the additional precautions specified below will be complied with by the **Insured** and/or any **Employee** and/or any of their sub-contractors whenever work is undertaken away from the **Insured's** own premises

- (a) Smoking by the **Insured**, **Employees** or their Sub Contractors must not take place
- (b) No appliance for the application or supply of heat to be used
- (c) Prior to commencement of work the site of work is to be checked by the **Insured** and all naked flames in pilot lights and appliances extinguished
- (d) Adequate ventilation must be maintained where the **Insured** or **Employees** or their Sub Contractors are working

5. Reasonable precautions

The **Insured** shall take all reasonable precautions

1. in the selection and supervision of **Employees** and subcontractors
2. to avoid **Bodily Injury** or loss of or damage to property
3. to maintain in good condition all plant tools and equipment and shall comply with all statutory and local authority requirements including relevant Building Regulations Codes of Practice and Standards

6. Alteration of risk

The **Insured** shall notify the **Company** immediately in writing of any material alteration whereby the risk of loss or damage to property or **Bodily Injury** is increased and the **Company** shall not be liable under this **Policy** unless and until such alteration is agreed in writing The **Insured** shall pay such additional premium as the **Company** may require and shall observe and be subject to such additional terms as the **Company** may require

Conditions applicable to all Sections

continued

7. Other insurance

The **Company** shall not be liable in respect of any liability which is or would be but for the existence of this policy insured by any other policy except to the extent of any excess beyond the amount that is or would be but for the existence of this policy payable under such other policy

8. Cancellation

The policy may be cancelled:

1. By you giving written instruction to us at any stage of the duration of the contract
2. By the **Company**:
 - (a) sending 14 days' written notice in the event of non-payment of any monthly premium
 - (b) sending 7 days' written notice in all other circumstances by recorded delivery letter to your last known address
3. In the event of the policy being cancelled by either party the **Insured** will be entitled to a proportionate return of premium in respect of the unexpired portion of the current period of insurance other than within the first fourteen days of either inception or renewal or, if later, the date from which the contractual terms and conditions have been received when the **Company** may charge an administration fee
4. If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance no refund for the unexpired portion of premium will be given

9. Interpretation

Interpretation of this policy shall be by and any action against the **Insured** shall be instituted tried and executed in a court of law in the United Kingdom the Channel Islands or the Isle of Man only

10. Observance of conditions

The due observance and fulfilment of the terms provisions and conditions so far as they relate to anything to be done or complied with by the **Insured** and the truth of the statements in the proposal made by him (which shall be the basis of this contract and held to be incorporated herein) shall be conditions precedent to any liability of the **Company**

11. Damage to property under the ground

The **Company** shall not be liable in respect of damage to underground pipes cables or other services unless the **Insured**

1. has taken all reasonable measures to ascertain the location of all pipes cables and other underground services before any work is commenced which may involve a risk of damage thereto
2. has retained a written record of the measures taken to comply with 1 above

12. No claims discount

A discount will be allowed in calculating premiums for this policy in accordance with the following discount scale subject to no claims having been made resulting in payment or still being outstanding

Discount Scale

<i>Number of claim free years</i>	<i>Discount</i>
1 year	5%
2 consecutive years	10%
3 or more consecutive years	15%

Any claim made will result in the discount earned being reduced to NIL %.

13. Alteration in the number of workers

The **Company** must be advised within 14 days if the number of workers exceeds the number specified in the policy schedule and any additional premium paid unless such workers are temporary employees and the **Insured** is indemnified as defined in Extension 12 of this policy.

Endorsements

1. Excluded activities

(Applicable to all policies unless overridden by a further Endorsement)

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with

1. the demolition or partial demolition of any structure
2. the surfacing or construction of roads
3. the laying of underground services unless incidental to any building contract undertaken by the **Insured** for which indemnity is provided hereunder
2. any excavation exceeding in any part a depth of three metres
3. the felling or lopping of any tree exceeding five metres in height
4. pile driving quarrying the use storage or possession of explosives water diversion or work under water fuel gas or mineral exploration or extraction
5. the use or possession of tower cranes or cradles
6. work in or on blast furnaces chimney or well shafts viaducts bridges mines refineries off shore installations power stations dams tunnels airports or aerodromes docks wharves piers harbours railways motorways ships aircraft towers or steeples
7. work in or on any building used for the manufacture processing or bulk storage for wholesale purposes of any gas chemical explosive oil or petroleum based product
8. work on computers or ancillary equipment and their cabling used for any business purpose

THE FOLLOWING ENDORSEMENTS APPLY ONLY IF SHOWN ON THE CURRENT SCHEDULE

2. Work restriction

The **Company** shall only be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with work in or on buildings or that part of any building occupied solely as private dwellings shops offices hotels public houses guest houses schools colleges residential retirement or nursing homes (including the grounds thereof)

3. Bodily injury to working partners

For the purpose of Section C – Employers Liability any working partner named as an **Insured** in the Schedule shall be regarded as an Employee but only in respect of **Bodily Injury** for which a partner or Employee of the **Insured** is legally liable

Provided that Extension 8.2 shall not apply

4. Increased property damage excess

The amount of £100 shown as Excess 3 of Section B is increased to the amount stated in the Schedule against this Endorsement Number

5. Increased property damage excess

For the first Period of Insurance only the amount shown as Excess 3 of Section B is increased to the amount stated in the Schedule against this Endorsement Number

6. Aerial erection exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the installation or repair of external radio or TV aerials

7. Formwork or shuttering exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the erection or installation of formwork or shuttering when the contract is solely or mainly for such work

8. External work exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with work on the exterior of any building

9. Central heating work exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with work on central heating systems

10. Heat exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the use of electric oxy-acetylene or other welding or heat cutting equipment hot air guns blow lamps or blow torches tar bitumen or asphalt heaters or any other equipment or process involving the application or use of heat elsewhere than at the **Insured's** own premises

Endorsements

continued

11. Products exclusion (Insulation Materials)

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with any insulation material and occurring after its installation

12. Cleaning exclusion

The **Company** shall not be liable in respect of

1. **Bodily Injury** or loss of or damage to property caused by or in connection with the external cleaning of any premises or the cleaning of industrial plant or machinery or of motor vehicles
2. Loss of or damage to carpets upholstery or curtains caused by or arising from the use of specialist cleaning equipment

13. Damage to drains

The **Company** shall not be liable in respect of damage to drains or pipes caused by or arising out of any cleaning or unblocking process or work

14. Woodworking machinery exclusion (Applicable to section C – Employers Liability only)

The **Company** shall not be liable in respect of **Bodily Injury** caused by or in connection with the use of power driven woodworking machinery other than portable tools applied to the work by hand

15. Carpets upholstery and other goods fitting or cleaning exclusion

The **Company** shall not be liable in respect of loss of or damage to any carpet floor covering upholstery or other property which comprises or is incorporated in any contract undertaken by or on behalf of the **Insured** for its cleaning fitting taking up or alteration

16. Welding exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the use of electric oxy-acetylene or other welding or heat cutting equipment

17. Fencing exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with work on central reservations or the erection installation alteration or repair of crash barriers

18. Bathroom fitting exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the installation or refurbishment of bathrooms or sanitary ware

19. Property being worked upon

The **Company** shall not be liable in respect of loss of or damage to property being worked upon if the loss or damage arises from such work

20. One metre depth limit

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with any excavation exceeding in any part a depth of one metre

21. Design or construction of foundations exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or arising from the faulty inadequate or defective design specification or construction of foundations

22. Lead burning exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or arising out of lead burning or welding

23. Sale or hire of appliances exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or arising out of the sale hire or renting of domestic or office equipment or appliances

24. Standard tools cover endorsement (Excluding Theft from Unattended Vehicles)

In respect of Section D the following alterations are effective

1. Exclusion 5 is amended to read
"loss of or damage to the property insured caused by theft or attempted theft if it is left unattended unless it is contained in a securely locked room and there is evidence of forcible or violent entry to the room"
2. The following exclusion is added
Exclusion 9
loss of or damage to the Property Insured caused by or arising from theft or attempted theft from any unattended motor vehicle or trailer
3. Excess 1 is deleted

Endorsements

continued

25. Use of hot air guns

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the use of any equipment or process involving the application or use of heat elsewhere than at the **Insured's** own premises other than hot air guns or seaming irons.

26. Caterers restriction

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with

1. the manufacture or preparation of food for wholesale purposes or for supply by anyone other than the **Insured**
2. the sale of food from retail premises owned or occupied by the **Insured**

27. Excluding manufacture or supply

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the manufacture sale or supply of any goods or materials other than for erection or fitment by or on behalf of the **Insured**.

28. Work restriction

The **Company** shall only be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with work in or on buildings occupied solely as private dwellings shops offices hotels public houses guest houses schools colleges residential retirement or nursing homes of not more than four floors including basement and attic (including the grounds thereof)

29. Commercial vehicle exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with work in or on commercial vehicles exceeding 1.5 tonnes Gross Vehicle Weight

30. Deletion of contingent motor liability

Extension 6 of Section F is deleted and of no effect

31. Wheelie bin cleaners

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the cleaning of any building or other structure or property other than domestic wheelie bins patios or driveways

32. 10 metre height limit

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with any external work undertaken at a height from the ground of more than 10 metres or in connection with any internal work undertaken at a height from the floor of more than 10 metres

33. Exclusion of work on gas appliances

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the installation service maintenance or repair of gas appliances pipework equipment or flues

34. 15 metre height limit

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with any external work undertaken at a height from the ground of more than 15 metres or in connection with any internal work undertaken at a height from the floor of more than 15 metres

35. Excluding underground cables

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the laying or repair of underground cables

36. Excluding work on motor vehicles

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with work on motor vehicles

37. Damp proofing / timber treatment exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with any damp proofing or timber treatment work undertaken by or on behalf of the insured

38. Excluding erection of road motorway or neon signs

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the erection of road motorway or neon signs

Endorsements

continued

39. Exclusion of professional indemnity

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the exercising by the Insured or any Servant, **Employee**, Agent or Sub Contractor of the **Insured** of any professional skill, duty or advice whether fees are charged or not.

40. Exclusion of manual work

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with any manual work carried out by the Insured

41. 5 metre height limit

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with any external work undertaken at a height from the ground of more than 5 metres or in connection with any internal work undertaken at a height from the floor of more than 5 metres.

42. Efficacy exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the failure or partial failure of any **Product** or part thereof to perform the function for which it was intended.

43. Movement of vehicles exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the movement of any mechanically propelled vehicle by or on behalf of the Insured.

44. Paint spraying exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the use of paint spraying equipment.

45. Hairdressers Treatment Risk

Notwithstanding Exclusion 13 of Section B Cover is extended to indemnify the insured in respect of liability for **Bodily injury** or loss of or damage to property caused by or arising from treatment rendered by the Insured in the course of the Insured's business as Hairdresser provided that such treatment is restricted to:

1. Tinting dyeing bleaching permanent waving or special treatment of the hair normally carried out by a hairdresser
2. Normal hairdressing work on wigs and hairpieces

The company will not be liable under this cover in respect of:

1. the application or use of any lotion hair dye or other preparation wholly or partly manufactured produced or treated in any way by the **Insured**
2. usage or mixing of any **Product** contrary to the makers or vendors instructions
3. any treatment carried out by any person who has less than 2 years continuous service as a hairdresser or apprentice hairdresser other than
 - (a) the washing and drying of their hairpieces or wigs
 - (b) whilst such person is under the direct and continuous supervision of a qualified operator who has at least 2 years continuous service as a hairdresser or apprentice hairdresser
4. any operation involving the removal or piercing of skin

Special Conditions

Sterilisation

Razor or clipper blades steel combs or any item must be brand new and/or thoroughly sterilised

The limit of Liability in respect of this cover shall not exceed £1,000,000 in respect of any one claim or £1,000,000 in any one period of insurance

Special Exceptions

1. The **Company** shall not be liable in respect of loss of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any computer data processing equipment media or system microchip integrated circuit or similar device or any computer software or other equipment or system for processing storing or retrieving data whether the property of the insured or not and whether occurring before during or after the Year 2000

- (i) correctly to recognise any date as its true calendar date
- (ii) to capture save or retain and/or to correctly manipulate interpret or process any data information command or instruction as a result of treating any date otherwise than as its true calendar date
- (iii) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but the Special Exception shall not exclude

(i) subsequent loss or damage to the Property Insured under this Policy not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

(ii) **Bodily Injury** to any **Employee**

2. The **Company** shall not be liable for **Bodily Injury** loss or damage arising directly or indirectly from acts of terrorism as defined in the UK Terrorism Act 2000 other than the amount necessary to meet the requirements of Employers' Liability legislation

Policy Cover

Section A – Definitions

Certain words in the policy have specific meanings. These meanings are defined below and are printed in bold type. The words carry the same meaning whenever they appear in the policy, unless varied by a definition in a particular section, and are printed in bold to help You identify them

Bodily injury

Injury illness death disease or nervous shock

Contract works

The temporary or permanent works executed or in course of execution by or on behalf of the **Insured** in the performance of any contract including materials supplied by the reason of the contract and other materials or plant tools or equipment for use in connection therewith

Employee

Any person under a contract of service or apprenticeship with the **Insured** including

- Any labour master or any labour only sub-contractor or any person supplied by them
- Any self employed person providing labour only
- Any person hired or borrowed by the **Insured** but in respect of any driver or operator of plant hired to the **Insured** only when the conditions of hire so require
- Any person under a training or work experience scheme

While working for the **Insured** in connection with the Business

Geographical Limits

Great Britain the Isle of Man and Channel islands

Goods in Transit

Goods shall mean business Equipment excluding hand held tools, stock and materials in trade and goods in trust the property of the **Insured** for which they are responsible

Pollution and/or contamination

- All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- All loss or damage or Bodily injury directly or indirectly caused by such pollution or contamination

Principal

Any person company local authority or other body with whom the **Insured** has entered into a contract or agreement for the performance of work in connection with the Business

Product

Any commodity article or thing supplied installed erected repaired altered or treated by the **Insured**

The Company

MMA Insurance plc

The Insured

The person, persons or Limited Public Companies named in the schedule

Policy Cover

Section B – Public Liability

1. Cover

The **Company** will indemnify the **Insured** against all sums for which the **Insured** is legally liable in respect of accidental

1. **Bodily Injury** to any person
2. loss of or damage to physical property occurring during the Period of Insurance and caused in the course of the Business within the **Geographical Limits**

The liability of the **Company** shall not exceed the Limit of Indemnity for all compensation payable in respect of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause

2. Limit of indemnity

As stated in the Schedule

3. Exclusions

This Section shall not apply to liability in respect of

1. the amount of any Excess
2. **Bodily Injury** sustained by any **Employee**
3. loss of or damage to property
 1. belonging to or leased let rented or hired to or in the charge or control of the **Insured** other than
 - (a) the personal effects of any **Employee** or visitor
 - (b) premises (and contents therein) temporarily occupied by the **Insured** for the purpose of carrying out work
 2. comprising or forming part of the Contract Works other than where the works have reached practical completion and any maintenance period for the works have expired
4. **Bodily Injury** loss or damage arising from the ownership possession use or control by or on behalf of the **Insured** of
 1. any locomotive aircraft watercraft (other than hand propelled craft of less than 20 feet in length) or hovercraft
 2. any mechanically propelled vehicle or trailer attached thereto other than
 - (a) any vehicle not licensed for road use
 - (b) any vehicle while being used as a tool of trade
 - (c) the loading or unloading of any vehicle provided that the **Insured** is not entitled to indemnity from any other source and that this **Policy** shall not apply to liability for which compulsory insurance or other security is required by any road traffic legislation
 5. or arising from
 1. any **Product** outside the **Geographical Limits**
 2. the failure or partial failure of any fire security or warning device to fulfil its intended function
 6. or arising from or contributed to by any design plan specification or advice provided
 1. for work not undertaken by the **Insured** or
 2. by any Architect Quantity Surveyor or Consulting Engineer or
 3. by any person other than the **Insured**
 7. any liability which attaches by virtue of any agreement or contract other than as provided for under Extension 8 of Section F
 8. the cost of recalling removing repairing replacing reinstating or in any other way making good or providing compensation in place of
 1. any **Product** if such liability arises from any defect therein or the harmful nature or unsuitability thereof
 2. defective work
 9. any legal liability of whatsoever nature caused by or contributed to by or arising from
 1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Policy Cover

Section B – Public Liability

continued

- 10. any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- 11. **Pollution or Contamination** other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance and the liability of the **Company** for all compensation payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one Period of Insurance shall not in aggregate exceed the amount shown as the Limit of Indemnity in the Schedule
- 12. any loss cost expense liability for **Bodily Injury** loss or damage directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

 In respect of liability for property damage only that part of any such loss which is directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing
- 13. the giving of or application of any treatment

4. Excess

Section B shall not apply to the following First Amount of each and every claim for loss of or damage to

	<i>First Amount</i>
1. underground pipes cables or services . . .	£500
2. property caused by or arising from the use of welding or heat cutting equipment blow lamps or blow torches hot air guns or any other work involving the use or application of heat	£500
3. property other than as provided for in 1 or 2 above	£100

Policy Cover

Section C – Employers' Liability

(This Section is not operative unless specific reference is made to it in the current Policy Schedule)

1. Cover

The **Company** will indemnify the **Insured** against all sums for which the **Insured** is legally liable in respect of **Bodily Injury** to any **Employee** caused during the Period of Insurance and arising out of and in the course of the Business within the Geographical Limits

Provided that the liability of the **Company** in respect of any one claim against the **Insured** or series of claims against the **Insured** relating to any one or more of his **Employees** arising out of any one occurrence shall not exceed the Limit of Indemnity which shall be inclusive of

1. all costs and expenses incurred with the written consent of the **Company** in connection with the defence of any claim
2. the legal costs of representation at any Coroners Inquest or Fatal Accident Inquiry or of defending in any Court of Summary Jurisdiction any proceedings brought against the **Insured** in respect of any breach or alleged breach of statutory duty resulting in **Bodily Injury**

that may be the subject of indemnity under this Section

2. all costs and expenses recoverable by any claimant from the **Insured**

2. Limit of indemnity

£10,000,000

3. Exclusions

This Section shall not apply to liability in respect of

1. **Bodily Injury** caused by or contributed to by or arising from
 1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

2. **Bodily Injury** to any **Employee** when the **Employee** is:

1. carried in or upon any motor vehicle or is
2. entering or getting onto or alighting from a motor vehicle in circumstances where Road Traffic legislation requires insurance or security

This Exclusion shall not apply to **Bodily Injury** to any **Employee** who at the time the **Bodily Injury** occurs is the driver of a motor vehicle or is the person in charge of the motor vehicle for the purposes of driving provided always that the **Insured** is not entitled to indemnity under any other policy for such **Bodily Injury**.

4. Right of recovery

The indemnity provided is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain the Isle of Man or Channel Islands but the **Insured** shall repay to the **Company** all sums paid by the **Company** which the **Company** would not have been liable to pay but for the provisions of such law

Policy Cover

Section D – Tools Standard Plus Cover

(This Section is not operative unless specific reference is made to it in the current Policy Schedule)

(If Endorsement 24 is shown on the Policy Schedule this Section is operative for Standard Cover only)

1. Cover

The **Company** will indemnify the **Insured** person in respect of physical loss of or damage to the Property Insured occurring during the Period of Insurance and within the Geographical Limits

Provided that such indemnity shall be by payment or at the option of the **Company** by reinstatement or repair

2. Property insured

Hand tools and hand held portable power tools the property of an **Insured** person or hired in by him for use in connection with the Business as described in the schedule

3. Insured person

Any principal partner or director working manually in the Business and included in the insurance provided by Section B – Public Liability

4. Sum insured

The maximum liability of the **Company** in respect of the amount payable to any one **Insured Person** shall not exceed

1. the Sum Insured stated in the schedule
2. £250 in respect of any one tool

Subject to the deduction of the Excess

5. Exclusions

The **Company** shall not be liable in respect of

1. the amount of any Excess
2. loss of use or consequential loss of any kind
3. loss of or damage to the **Property Insured** due or attributable to
 1. wear tear rust corrosion mildew or other gradual deterioration or vermin or insect
 2. any process of cleaning repair or restoration
 3. its own mechanical electrical or electronic breakdown failure or derangement
4. loss or damage which is not traceable to an identifiable occurrence or which is caused by deception

5. loss of or damage to the **Property Insured** caused by theft or attempted theft if it is left unattended unless it is contained in a securely locked motor vehicle trailer or room and there is evidence of forcible or violent entry to the motor vehicle trailer or room

6. loss of or damage to the **Property Insured**

1. occurring while lent to or being used by anyone other than an **Insured Person** or an Employee included in the insurance provided by Section B – Public Liability

2. while hired out

7. loss of or damage to ladders generators transformers or any other equipment or tool not designed to be applied directly to the work by hand

8. loss of or damage to portable computers and ancillary equipment and/or portable telecommunication equipment

6. Excess

Section D shall not apply in respect of the following First Amount of each and every occurrence of loss or damage

First Amount

1. caused by theft or attempted theft from any unattended motor vehicle or trailer not contained in a securely locked building or guarded security park £250
2. from any cause other than
 - 1 above £60

Policy Cover

Section E – Goods in Transit

1. Cover

The **Company** will indemnify the **Insured** in respect of loss of or damage to goods pertaining to the Business whilst in or on or being loaded into or onto or unloaded from any motor vehicle (excluding trailers) within the Territorial limits and owned by or operated under the direct control of the **Insured** up to £2,000 any one occurrence

2. Exclusions

1. Damage caused by deterioration or any inadequate packing or insulation
2. Damage caused by theft or attempted theft from any unattended vehicle unless:
 1. The vehicle is securely locked at all points of access
 2. Between the hours of 9pm and 6am the vehicle is kept within a securely locked building
3. Any consequential or indirect loss of any kind loss of market or Damage due to delay
4. Loss of or damage to Money and Non-Negotiable Instruments

Policy Cover

Section F – Extensions

(Applicable to Sections B and C unless otherwise stated)

1. Costs and expenses

(Not applicable to Section C)

The **Company** will in addition pay

1. all costs and expenses incurred with the written consent of the **Company** in connection with the defence of any claim
2. the legal costs of representation at any Coroners Inquest or Fatal Accident Inquiry or of defending in any Court of Summary Jurisdiction any proceedings brought against the Insured in respect of any breach or alleged breach of statutory duty resulting in bodily injury

that may be the subject of indemnity under this policy

3. all costs and expenses recoverable by any claimant from the Insured

2. Additional persons insured

The **Company** will indemnify as though they were the **Insured**

1. at the request of the **Insured** specified in the Schedule
 1. any Principal but only to the extent required by the contract or agreement in respect of legal liability for **Bodily Injury** or loss of or damage to property arising from the performance by the Insured of such work and for which the **Insured** would be entitled to indemnity under this **Policy** were the claim made against him
 2. any director partner or **Employee** of the **Insured** while acting in such capacity in the course of the Business but only insofar as the **Insured** would be entitled to indemnity under this policy were the claim made against him
 3. any director or partner of the **Insured** for whom an **Employee** is undertaking private work incidental to the Business described in the Schedule
2. in the event of the death of the **Insured** the legal personal representatives of the **Insured** in respect of liability incurred by the Insured

Provided that

1. such Additional Person shall as though he were the **Insured** observe fulfil and be subject to the terms exclusions and conditions of this policy insofar as they can apply

2. the **Company** shall have the conduct and control of all claims
3. if the **Company** is required to indemnify more than one party in respect of any occurrence or occurrences the liability of the **Company** shall not in aggregate exceed the Limit of Indemnity

3. Additional directors partners or employees

(This Extension does not apply to Section C if the insurance by that Section is not operative)

Notwithstanding the Total Number of Persons or **Employees** stated in the Schedule this policy is extended to include additional partners directors or **Employees** provided that the total number of partners directors and **Employees** does not exceed six If the **Insured** fails to notify the **Company** within 14 days of the engagement of any such additional person the **Company** shall not be liable for the first £500 of each and every claim arising under Section B in addition to any other Excess provided for in this policy unless automatic cover is provided by Extension 12 on this policy

4. Defective Premises Act 1972

Under Section B of the policy the **Company** will indemnify the **Insured** against all sums for which the **Insured** is liable by virtue of Section 3 of the Defective Premises Act 1972 in respect of **Bodily Injury** or loss of or damage to property occurring during the Period of Insurance and caused by a defect in any premises disposed of by the **Insured** and until such time occupied by the **Insured** in connection with the Business

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

1. any liability for which the Insured is entitled to indemnity under any other policy of insurance
2. the cost of removing replacing rectifying or in any other way making good or providing compensation in place of any defect causing such **Bodily Injury** or loss of or damage to property

Policy Cover

Section F – Extensions

continued

5. Damage to leased or rented premises

Exclusion 3.1 of Section B shall not apply to any premises leased or rented to and occupied by the **Insured** named in the Schedule in the course of the Business

Provided that

1. the **Company** shall not be liable in respect of
 1. damage to any contents of such premises other than the fixtures and fittings
 2. liability which attaches by reason of any contract or agreement and which would not have attached in the absence of such contract or agreement
 3. the first £250 of each and every claim
 4. loss or damage for which the **Insured** is entitled to indemnity under any other policy or against which in the terms of any contract or agreement the **Insured** is obliged to effect insurance
2. Extension 2.1 is inoperative

6. Contingent motor liability

Exclusion 4.2 of Section B shall not apply to the use by an **Employee** of any mechanically propelled vehicle on behalf of the **Insured** named in the Schedule in the course of the Business within the **Geographical Limits**

Provided that

1. such vehicle shall not belong to or be provided hired or borrowed by the **Insured**
2. such vehicle is not being used with the consent of the **Insured** or any partner director or **Employee** of the **Insured** knowing that such **Employee** does not hold a licence to drive such vehicle or is disqualified from holding or obtaining a licence
3. Extension 2.1 is inoperative
4. the **Insured** is not entitled to indemnity under any other policy
5. the **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or attributable to such vehicle being engaged in hiring racing pacemaking reliability trials or speed testing

7. Cross liability

This policy shall be deemed to apply to each of the **Insured** named in the Schedule as if a separate policy had been issued to each

Provided that if the **Company** is required to indemnify more than one party in respect of any occurrence or occurrences the liability of the **Company** shall not in aggregate exceed the Limit of Indemnity

8. Contractual liability

Exclusion 7 of Section B shall not apply to

1. liability which would have attached in the absence of any agreement or contract
2. liability assumed by the **Insured** specified in the Schedule under any contract or agreement for work in connection with the Business except
 1. for liquidated damages or penalties
 2. any agreement to obtain indemnity under this Section for or on behalf of any person other than the **Insured** specified in the Schedule except as provided for in Extension 2 or as otherwise agreed by the **Company** and admitted to this policy by endorsement
3. in respect of property the subject of Clause 21.2.1 or any amendment thereof of the Joint Contracts Tribunal Standard form of Building Contract (1980 Edition) or any clause superseded by or placed in substitution of the said Clause in the terms of which or of any other clause or requirement of similar intent the **Insured** is required to effect insurance
4. liability for **Bodily Injury** or loss of or damage to property caused by any **Product** when such liability attaches solely by virtue of any contract or agreement
5. for loss of or damage to property forming the subject of a contract or agreement for work therein or thereon including any costs or expenses incurred in connection therewith when liability attaches to the **Insured** solely by reason of the terms of the contract or agreement.

Policy Cover

Section F – Extensions

continued

9. Legal defence costs – Health and Safety at Work Act 1974

The **Company** will indemnify the **Insured** named in the Schedule and at the request of the Insured any partner director or **Employee** of the **Insured** while acting in that capacity in respect of legal costs and expenses necessarily incurred with the consent of the **Company** in defence of a prosecution or appeal against conviction therefrom under the Health and Safety at Work etc Act 1974 and legal costs and expenses awarded against the **Insured** as a consequence of such prosecution or appeal arising from an occurrence not involving **Bodily Injury** and not resulting from any deliberate act or omission

Provided that

1. the offence giving rise to prosecution is committed during the Period of Insurance
2. the **Company** shall not be liable in respect of
 1. fines or penalties of any kind
 2. any prosecution arising from or attributable to any work or activity excluded under this policy
 3. any costs or expenses for which the **Insured** is entitled to indemnity under any other policy
3. the liability of the **Company** shall not exceed
 1. in respect of any one partner director or **Employee** £1000 in any one Period of Insurance and
 2. in respect of any one prosecution including appeal against conviction therefrom £5000 in aggregate and
 3. in any one period of Insurance £20,000 in aggregate
4. the **Company** shall have the conduct and control of all proceedings in respect of which indemnity is sought hereunder

10. Compensation and legal costs

The **Company** will indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as compensatory damages and claimants costs and expenses arising out of accidental obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water occurring within the Territorial Limits in connection with the Business during the Period of Insurance

11. Court attendance costs

If during the Period of Insurance any partner director or **Employee** of the **Insured** is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this policy the **Insurer** will pay compensation to the **Insured** on the following scale for each day that attendance is required.

- | | |
|----------------------------|------|
| 1. Any director or partner | £250 |
| 2. Any Employee | £150 |

12. Temporary Employees

(This Extension does not apply to Section C if the Insurance by that Section is not operative)

The **Company** will indemnify the **Insured** in respect of temporary **Employees**. Cover is provided under this extension to a maximum of 50 man-days worked in any one period of insurance. This extension does not remove the need to declare changes in Employees as required by General Condition 13 of this policy.

13. Bona-fide subcontractors

(not applicable to Section C – Employers Liability)

The **Company** will indemnify the **Insured** in respect of work carried out by bona-fide subcontractors working for the **Insured** or on behalf of the **Insured** provided that we shall not be liable under this extension

1. Unless prior to appointment the **Insured** shall check that bona-fide subcontractors hold current and valid Public Liability insurance
2. If annual payments to bona-fide subcontractors are greater than £30,000 per annum unless agreed to the contrary by the **Company**

In the event of a claim under this extension the **Insured** shall provide documentary evidence of the Public Liability insurance held by the bona-fide subcontractors at the time of their appointment to work for the **Insured**

How to make a claim

In the event of an incident occurring which may give rise to a claim under this Policy

1. Take all necessary and reasonable precautions and emergency action to prevent further Injury Loss or Damage occurring

Utilise the Helpline facility – see the inside front cover of your policy booklet

2. Notify the Police of any incident involving loss, Theft, Malicious Damage or Vandalism
3. Notify us as soon as possible giving full details of the incident

We will

- (i) Check the Policy cover to ascertain, as far as practical at this stage, that a valid claim exists
- (ii) Issue a Claim Form and provide any necessary guidance on how to proceed with your claim
- (iii) Appoint a Loss Adjuster at our discretion
4. Fully complete and return the claim form together with any documentation which may be necessary in support of your claim

At least two repair estimates should be obtained

5. Send to us immediately upon receipt any writ summons or other legal process issued or commenced against You and do not negotiate admit or repudiate any claim without our written consent
6. Retain all damaged property/salvage for inspection. you may not however abandon any property or salvage to us
7. We shall be entitled to
 - (i) Enter any of the buildings where Bodily Injury Loss or Damage has happened and take and keep possession of the insured property and deal with the salvage in a reasonable manner
 - (ii) Negotiate defend or settle in your name and on your behalf any claim made against you as we deem appropriate
 - (iii) Prosecute in your name for our own benefit any claim against any other person in respect of any amount paid or payable

About MMA

MMA Insurance plc is part of the MMA Group – a major European insurer established over 170 years ago. In 2005, group premium income was £3 billion and gross worldwide assets were £15.5 billion.

MMA Insurance products are available through a national network of professional insurance intermediaries to ensure you receive local and expert service.

MMA Insurance plc is a member of the Association of British Insurers and the Financial Ombudsman Service.

Authorised and regulated by the Financial Services Authority.



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