

Amended Contract of Insurance

The following applies to your policy:

The first part of the Contract of Insurance clause is amended and restated as follows:

The Contract of Insurance

The contract of insurance between you and us consists of the following elements, which must be read together:

- your policy wording;
- the information contained on your 'Statement of Fact' document issued by us;
- the policy schedule;
- any notice issued by us;
- any endorsement to your policy; and
- the information under the heading 'Important Information' which we give you when you take out or renew your policy.

In return for you having paid or agreed to pay the premium, we will provide the cover set out in this policy, to the extent of and subject to the terms and conditions contained in or endorsed on this policy.

The following paragraphs remained unaltered:

- Important**
- Breach of Term**
- Terms not relevant to the actual loss**

A960B Underground Services

(1) If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that in connection with Damage to underground pipes, cables or other services

- (a) You maintain in force a system of work for controlling the risks associated with digging, excavating, boring or similar work and before starting such work You must have
 - (i) taken (or caused to be taken) all reasonable steps, including contacting the appropriate authorities, to find out whether any pipes, cables or other services, which could be at risk, are under the site and
 - (ii) kept a written record of the steps taken and
 - (iii) informed whoever is carrying out the digging, excavating or boring of the location of any pipes, cables or other services.

(2) We will not provide indemnity for the first 10% or £1000, whichever is the greater, of Compensation, Costs and Expenses, subject to a maximum amount of £2,500, in respect of Damage to optical fibre cables.

A71 IX Use of Heat

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that the following precautions are taken each time any

- (1) electric, oxy-acetylene or similar welding or cutting equipment
- (2) cutting or grinding equipment using abrasive disks or wheels
- (3) blow lamp, blow torch, hot air gun or hot air stripper
- (4) asphalt, bitumen, tar or pitch heater

is used away from premises which You own, hire or rent.

(1) BEFORE STARTING WORK

(a) Where You and any other person(s) for whom You are responsible are working at a site, a responsible person must be appointed for fire safety to ensure the following precautions are taken.

(b) Fire safety checks to identify material that might be liable to catch fire must be carried out before work commences including the areas

- (i) under floors or decks or above ceilings (including false or suspended ceilings)
 - (ii) behind walls, screens, bulkheads or partitions
- and such checks must be repeated regularly while work is in progress and immediate steps taken to extinguish smouldering or flames detected.
- (c) At the point of application of heat, including, if there is a risk of ignition directly or by conduction, combustible materials including
 - (i) under floors or decks or above ceilings (including false or suspended ceilings)
 - (ii) behind walls, screens, bulkheads or partitions
 must be removed. If impracticable, combustible materials within
 - * the immediate vicinity when using any blow lamp, blow torch, hot air gun or hot air stripper and/or
 - * 10 metres when using any electric, oxy-acetylene or similar welding or cutting equipment, cutting or grinding equipment using abrasive disks or wheels or any asphalt, bitumen, tar or pitch heater must be covered and protected by overlapping sheets or screens of non-combustible material.
 - (d) All gaps or holes through which sparks or flames could pass must be covered by noncombustible material.
- (2) WHILE WORK IS IN PROGRESS**
- (a) A sufficient number of portable fire extinguishers in full working order and suitable for dealing with the type of fire risk expected must be kept available at the point of application of heat and used immediately smoke, smouldering or flames are detected
 - (b) Heat equipment
 - (i) must not be
 - * lit until immediately before use.
 - * left unattended while lit, switched on or hot.
 - (ii) must be extinguished immediately after use.
 - (c) Cylinders
 - (i) must not be changed while the equipment is hot.
 - (ii) not in use must be kept at least 15 metres from the burner.
 - (d) Paraffin or petrol powered equipment
 - (i) must be filled/refilled in the open.
 - (ii) must not be filled/refilled while hot.
 - (e) Asphalt, bitumen, tar or pitch
 - (i) must only be heated in the open
 and
 - (i) in a container designed for that purpose, placed on a non-combustible surface at ground level.
- (3) AFTER FINISHING WORK**
- (a) Hot waste materials and welding rods must be removed and safely disposed of.
 - (b) A final fire safety check must be carried out between 30 and 60 minutes after work has finished and immediate steps taken to extinguish smouldering or flames detected.

838 Hiring Inspections

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that in connection with the business of equipment hiring

- (1) customers are supplied with
 - (a) instructions for use of hired equipment.
 - (b) information regarding the safety precautions that need to be adopted and protective equipment that must be used in respect of the equipment being hired.
- (2) all items must be inspected before and after each hiring and any defects found rectified before rehire.

BONA-FIDE SUBCONTRACTORS INSURANCES

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that in connection with an work undertaken by any bona-fide sub-contractors You obtain evidence they have current policies providing indemnity for Public and Products Liabilities that

- (1) have a Limit of Indemnity of at least £5,000,000

- (2) cover the work to be undertaken
 - (3) are effective for the duration of the contract
 - (4) provide an indemnity to You as principal
- and that You keep a written record of their insurer and policy number.