

**Policy Number** :

**Effective Date** :

## **LI159P Building Contractors – applicable to the Liability Section**

### **Definitions**

The following definition will apply in addition to Part 2 General Definitions to this section of the Policy only

#### **Heat-Producing Equipment**

- (a) electric oxy-acetylene or similar welding or cutting equipment
- (b) cutting or grinding equipment using abrasive disks or wheels
- (c) blowlamp blowtorch hot air gun or hot air stripper
- (d) asphalt bitumen tar pitch or lead heater

#### **Scope of Work Covered**

The **Business** shall include

- (a) partial or total demolition of any building or structure which does not exceed 4 metres in height
- (b) the construction of roads and footpaths
- (c) the laying of pipes drains and sewers
- (d) providing the work forms part of a contract undertaken by **You** for the erection alteration maintenance or repair of buildings or structures

#### **Excluded High-Risk Locations**

**We** will not indemnify **You** in respect of work on or in

- (a) power stations or nuclear establishments
- (b) oil gas or chemical refineries bulk storage facilities or production premises
- (c) aircraft
- (d) watercraft
- (e) railways or airports
- (f) underground or underwater locations piling work or water diversion
- (g) the use of explosives
- (h) the construction of or work on towers steeples chimney shafts blast furnaces viaducts bridges docks tunnels dams or reservoirs

unless such activities are explicitly included within the **Business**

#### **Work Outside the European Union**

**We** will not indemnify **You** in respect of work undertaken outside the European Union

## Underground Services

In respect of damage to underground pipes or cables or other underground services **We** will not indemnify **You** in respect of the 10% of the repair cost of each occurrence of damage to fibre optic cables or the amount shown in the Schedule as the Excess applicable to this section (whichever is the greater amount)

It is a condition precedent to **Our** Liability under this Section that:

- (a) **You** take all reasonable steps (including contacting the appropriate authorities) to ascertain the location of all pipes cables or other services which may be within or under any site on which **You** are working
- (b) **You** inform whoever is carrying out the digging excavating or boring of the location of such pipes cables or underground services of the location of such pipes cables or other services
- (c) **You** keep a record of all steps taken to guard against damage to such pipes cables and underground services and make this record available to **Us** should **We** require it

## Use of Heat

It is a condition precedent to **Our** liability under this Section that **You** take the following precautions each time any **Heat-Producing Equipment** is used away from premises which **You** own hire or rent

### A Before starting work

- (a) A person responsible for fire safety must be appointed to ensure that the precautions described below are taken
- (b) Fire safety checks must be carried out to identify material that might be liable to catch fire Such checks must include the following areas:
  - 1 Under floors or decks or above ceilings (including false or suspended ceilings)
  - 2 Behind walls screens bulkheads or partitions
- (c) The checks described in 2. above must be repeated regularly during the work and immediate steps must be taken to extinguish any smouldering or flames detected  
Combustible materials within 10 metres of the point of application of heat must be removed (or if this is impracticable 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 non-combustible material

### B Whilst 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 application of heat and must be used immediately smoke smouldering or flames are detected
- (b) **Heat-Producing Equipment** must not be lit until immediately before use and must be extinguished immediately after use
- (c) **Heat-Producing Equipment** must not be left unattended whilst it is switched on lit or hot
- (d) Gas cylinders must not be changed whilst the **Heat-Producing Equipment** is hot and must be kept at least 3 metres from the burner whilst the burner is being used
- (e) Petrol diesel or paraffin powered **Heat-Producing Equipment** must be refilled in the open and must not be refilled whilst hot
- (f) Asphalt tar pitch bitumen or lead must only be heated in the open in a container designed for that purpose which is placed on a level non-combustible surface

### C After finishing work

- (a) Hot waste materials and welding rods must be removed from the point of application of heat 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 must be taken to extinguish smouldering or flames detected

## Property Damage Excess Increase-Use of Heat

**We** will not indemnify **You** in respect of the first GBP2500 of each occurrence of damage which is caused by the use of Heat-Producing Equipment away from premises which **You** own hire or rent

In witness whereof this  
Endorsement has been signed at  
the place stated and on the  
date specified by



Tim Lockwood, Great Glemham, 17 November 2008