

# Liability Policy Wording

This policy is arranged and administered by

Catalpa Underwriting Ltd.,  
First Floor,  
Howley Square,  
Oranmore,  
Co. Galway.

Tel: (091) 353411  
Email: [www.Catalpa.ie](http://www.Catalpa.ie)



This policy is underwritten by  
Wakam Assurances,  
120-122 rue Réaumur,  
75083 Paris,  
Cedex 02,  
France  
Website: [www.wakam.com](http://www.wakam.com)



Wakam is authorised by the Autorite de Controle Prudentiel et de Resolution (ACPR) in France and is regulated by the Central Bank of Ireland for conduct of business rules.

Catalpa Underwriting Limited is authorised by the Central Bank of Ireland as an insurance intermediary.

Wakam and Catalpa Underwriting Limited are subject to the Consumer Protection Code 2012(as amended) and the Minimum Competency Code and Regulations 2017. These Codes offer protection to consumers and can be found on the Central Bank of Ireland's Website at [www.centralbank.ie](http://www.centralbank.ie)

Please note that your Contract with us is based upon the information on the Proposal Form/Statement of Fact. Your contract is made up of the Proposal Form/Statement of Fact, this booklet and the Schedule.

You should read these documents carefully and contact your Broker if you have any queries or you believe any of the information is incorrect.

## **Liability Policy**

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# Introduction

## Your Policy and Schedule

This is your Commercial Liability Insurance Policy containing full details of the insurance being provided. The Schedule contains particulars personal to your insurance protection under the Policy including the levels of cover operative under each Section of the Policy and should be read in conjunction with the rest of the Policy.

For your own protection you are recommended to read this Policy and Schedule carefully to ensure it meets with your particular needs. These are legal documents, please keep them in a safe place.

It is imperative that you advise your broker of any changes in material facts since failure to do so may invalidate your Policy or result in certain covers not operating fully. If you are in doubt as to whether a fact is material or not please contact your broker.

**Please note:** Only those Sections showing as in force in the attached Schedule shall apply to your particular policy.

## Your Commercial Liability Insurance Policy

Wakam (hereafter called the "Company") having accepted the first or any renewal premium for this Policy agrees subject to the terms and conditions herein to indemnify the Insured named in the Schedule if any of the within mentioned contingencies occurs during the Period of Insurance stated in the Schedule or during any subsequent period for which the Company shall have accepted the premium required for renewal of the Policy.

Compliance with all the terms, provisions conditions and endorsements of the Policy shall be a condition precedent to the right of the Insured to recover under this Policy.

The proposal or any information supplied or signed by the Insured and particulars in writing submitted by or on behalf of the Insured or the Company shall be the basis of the contract and be held to be incorporated herein.

All amounts in this Policy are in Euros unless specifically stated to the contrary

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be paid in the Republic of Ireland

The appropriate stamp duty has been or will be paid in accordance with the Provisions of Section 5 of The Stamp Duties Consolidation Act 1999 (as amended)

## **The Law Applicable to the Contract**

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we, the Insurer listed in your Schedule of Cover and you, the Proposer, are free to choose the law applicable to the contract. The law of the Republic of Ireland applies to the contract.

## **Our Promise to you**

The Company strive to provide you with an exceptional service when you need it most. We aim to settle quickly and efficiently any claims covered in the attached Schedule and Policy. To report any claims please contact us in accordance with the "Claims" section of this policy.

## **Complaints**

If you have any questions or concerns about Your Policy or the handling of a claim, please contact:

The General Manager,  
Catalpa Underwriting Ltd.,  
First Floor,  
Howley Square,  
Oranmore,  
Co. Galway.  
Telephone (091) 353411

Please always quote your policy number and/or claim number and broker as it will help us deal with your enquiry or complaint promptly.

If you remain dissatisfied you may refer your complaint to the Financial Services Ombudsman's Bureau at:

Financial Services Ombudsman's Bureau,  
3<sup>rd</sup> Floor,  
Lincoln House,  
Dublin 2.

Tel No: 01 657 7000  
E-mail: [info@fspo.ie](mailto:info@fspo.ie)

## **Mid-term Alterations - Minimum Premium**

Should any change to the cover agreed by the Insurer result in an additional or return premium under €25 no charge or rebate will apply in respect of such sum.

# Data Protection and Privacy Notice

## How we will use or share Your information

This is the Data Protection and Privacy Notice that Wakam, an insurer incorporated and registered in France with company number whose registered office is at 120 - 122 Rue Reaumur, 75083 Paris, France; email [dpo@wakam.com](mailto:dpo@wakam.com) (referred to in this notice as the “Insurer”, “we”, “our” and “us”) has issued to policyholders of its liability insurance policy and those that have applied for that policy (referred to in this notice as “You” and “Your”). CATALPA is our insurance intermediary and their Data Protection and Privacy Notice can be obtained from CATALPA.

## The Information that we may process about You

In connection with the Policy and our connected relationship with You we collect or receive the following information about You: Your name, address, email, other contact details, date of birth, Your Wakam Policy number(s), claims history (if any) and renewal dates of the Policy, PPS number (or any other relevant tax identification numbers) (if required by legislation), occupation, employment details, gender, insurance requirements including details about Your vehicle, and bank and payment card details, records of Your payments and arrears in connection with the Policy, VAT and other relevant tax numbers (where applicable).

We receive most of the information about You from You, when You submit Your proposal form to us, make a claim or in correspondence with You. We also obtain information about You from anti-fraud databases certain.

## Who do we disclose Your information to?

Where we collect Your personal information, You agree that any data provided by You in connection with Your proposal or Policy may be used by Us and “CATALPA”, and all each of our respective group companies and/or insurance brokers or third-party providers of services in connection with the Policy (including but not limited to other insurance carriers, third-party claims adjusters/loss adjusters and investigators, solicitors, fraud detection and prevention services, reinsurance companies, governmental authorities and organisations acting on their behalf and insurance regulatory authorities), collectively referred to as ‘data recipients’, in performing their obligations to You in respect of Your contract of insurance and providing You with ancillary services. We may also provide your personal information to a proposed purchaser, investor or lender that wishes to understand what personal data we hold about You in connection with the Policy to complete a purchase, investment or lending transaction in relation to our business or assets.

If You make a claim, we may need to release information to another person or organisation involved in that claim. This includes, but is not restricted to, others involved in the incident, their insurer, their solicitor or representative and medical teams, or other investigators. We also may have to investigate Your claim and conviction history.

## Why do we need information about You and what do we use it for?

In this table we set out the categories of personal data that we collect about You, what we use it for and the legal basis for our processing the personal data

Categories of Data	The Purpose of our Processing	Legal Basis for our processing, where more than one legal basis applies we have listed that
<p>Your name, address, email, other contact details, date of birth, Your Wakam Policy number(s), claims history (if any) and renewal dates of the Policy, PPS number (or any other relevant tax identification numbers) (if required by legislation), occupation, employment details, gender, insurance requirements including details about Your vehicle, and bank and payment card details, records of Your payments and arrears in connection with the Policy, VAT and other relevant tax numbers.</p>	<p>To process proposal forms for the Policy, to generate a estimate(s) or quotation(s) for the Policy, for underwriting pricing and cover decisions;</p> <p>Analysing Your particular insurance needs;</p> <p>Arranging insurance cover;</p> <p>To investigate, validate, arrange, handle, manage or administer a claim in relation to Your Policy which You or another person makes.</p> <p>To process payments from You or to You.</p>	<p>Legitimate interest in managing our business as we wish to operate our business in a manner which appropriately manages risks and relationships;</p> <p>For the performance of a contract under which we provide insurance to You;</p> <p>To comply with our legal obligations with regards to the dealings that we have with You; and</p> <p>In order to take steps at Your request prior to entering into a contract of insurance with you and to enter into that Policy.</p>
<p>Your name, address, email, other contact details, date of birth, insurance requirements including details about Your vehicle.</p>	<p>To process proposal forms for the Policy, to generate a estimate(s) or quotation(s) for the Policy, for underwriting pricing and cover decisions.</p>	<p>This is necessary for the entry into and/or performance of Your Policy.</p>
<p>Your name, address, email, other contact details, date of birth, Your Wakam Policy number(s), claims history (if any) and renewal dates of the Policy, PPS number (or any other relevant tax identification numbers) (if required by legislation), occupation, employment details, gender, insurance requirements including details about Your vehicle, and bank and payment card details, records of Your payments and arrears in connection with the Policy, VAT and other relevant tax numbers.</p>	<p>Accounting and other management information purposes;</p> <p>To manage dealings with intermediaries who interact with You in connection with the Policy</p> <p>To process and provide insurance services, to administer and process Your Policy, including dealing with any queries, requests or changes, payments, renewals and processing a cancellation or termination of Your Policy;</p> <p>To make deliveries or to make payments to You or receive payments from You;</p> <p>To provide You with services such as repair or breakdown assistance;</p> <p>To process of any complaints; and</p>	<p>To allow us to perform and manage the Policy under normal conditions;</p> <p>Legitimate interest in managing our business, as we wish to operate our business in a manner which appropriately manages risks and relationships;</p> <p>To manage the information systems that we use to deliver our insurance services in connection with the Policy, including the management of the infrastructure as well as the continuity of operations and computer security.</p>

	To maintain and keep records on our computer systems.	
Claims history	To check the claims history for You or any person or property likely to be involved in the Policy or a claim when You apply for insurance; or if there is an accident or a claim.	To allow us to assess the risk involved in the proposed Policy and to perform and manage the Policy under normal conditions;  Legitimate interest in managing our business as we wish to operate our business in a manner which appropriately manages risks, legal obligations and relationships;
Your name, address, email, other contact details, date of birth, Your Wakam Policy number(s), PPS number (or any other relevant tax identification numbers) (if required by legislation).	To verify Your identity.  To process of any complaints; and  To maintain and keep our computer systems secure.	To allow us to perform and manage the Policy under normal conditions,
Your name, address, email, other contact details, date of birth.	Populating national databases where required by law to do so;  To comply with laws and regulations, and the regulators and oversight authorities, such as combating money laundering and the financing of terrorism, and the prevention of insurance fraud.  improve the management of the risks and allow the rights to be asserted (proper making of claims, proof of payment of the insurance premium, prevention of fraud).	Legitimate interest in managing our business as we wish to operate our business in a manner which appropriately manages risks and relationships;  To comply with laws and regulations.
Your name, address, email, other contact details, date of birth, Your Wakam Policy number(s), claims history (if any) and renewal dates of the Policy, PPS number (or any other relevant tax identification numbers) (if required by legislation), occupation, employment details, gender, insurance requirements including details about Your vehicle, and bank and payment card details, records of Your payments and arrears in connection with the Policy, VAT and other relevant tax numbers.	To sell the Insurer or its assets or to secure a loan or investment.	Legitimate interest in managing our business as a proposed purchaser, investor or lender would need to understand what personal data we hold about You in connection with the Policy to complete the transaction.

## **Transfers outside of the EEA**

Your personal information may be processed by Us may be processed both inside and outside of the European Economic Area (EEA) in accordance applicable data protection laws and regulations. We will not disclose your personal data to any third party who are not authorised to process them. We will implement measure to ensure that the transfer of your personal data to a location outside of the EEA receives an adequate level of protection as it does in the EEA. You can find out what safeguards we rely upon for such transfers (for example by using EU Commission Standard Contractual Clauses) by contacting our DPO, as described below.

## **Contact our DPO**

You can contact Wakam's Data Protection Officer at any time in relation to Your data protection queries or rights in connection with this Data Protection and Privacy Notice: **Data Protection Officer, 120-122, rue Réaumur-75002 Paris, dpo@wakam.com**

## **How long do we hold Your personal data for?**

We will keep Your personal data only for as long as it is required to perform Your Policy, to handle claims and to comply with our legal and regulatory obligations. For most of Your personal data related to the Policy we will hold Your personal data for seven years after the end of that Policy.

If You do not accept a quote or complete an application for a Policy, Your personal data will be kept for 12 months, or longer if required to be retained in order to comply with our legal obligations or in the event of a dispute or claim.

## **Your Rights**

You have the right to object to the continuing processing of Your information where we rely on our legitimate interests as the only legal basis for processing that information, or where we use the data for direct marketing or are processing data for the purposes of scientific/historical research and statistics.

You have the right to request Your personal data is erased and to prevent processing in certain circumstances. This is not an absolute right and we may continue to process Your data if we have a lawful basis to do so.

In certain circumstances You have the right to request we restrict the processing of personal data supplied by You to Us.

You have the right to apply for a copy of Your information, free of charge (unless we believe Your request to be manifestly unfounded, excessive or repetitive).

You have the right to have Your personal data rectified if it is inaccurate or incomplete.

You have the right to data portability in respect of Your personal data provided to Us and processed by automated means. This means that You can request the data in a commonly used and machine-readable form and even that we transfer it at Your request to another organisation if this is feasible. This service is free of charge.



You still have the right to request human intervention or to challenge decisions generated solely by automated means without any human involvement where that decision produces a legal effect or otherwise significantly affects you, and you can exercise this right by writing to us. Where we have relied on Your explicit consent as the legal basis for any automated decision making you can withdraw your consent by writing to us and tell us that you have withdrawn Your consent.

As we transfer Your information out of the EEA You can ask to obtain a copy of, or reference to, the safeguards under which Your personal data is transferred outside of the EEA. We may redact data transfer agreements or related documents for reasons of confidentiality, security and /or commercial sensitivity where we are legally entitled to do so.

You have a right to complain your local supervisory authority about our processing of your personal data. In the Ireland, the supervisory authority for data protection is the

**Data Protection Commission**

**21 Fitzwilliam Square South**

**Dublin 2**

**D02 RD28**

**Ireland**

You can also complain to our lead supervisory authority about our processing of your personal data. Our lead supervisory authority for data protection is the Commission Nationale de l'Informatique et des Libertés (CNIL)

3 Place de Fontenoy

TSA 80715, 75334 PARIS CEDEX 07

We request that you raise any issue or complaint that you have with us first although you have a right to contact a supervisory authority at any time.

You may contact us at any time to exercise your rights or with any questions that you have about this Data Protection and Privacy Notice or our processing of Your information. You can contact our Data Protection Officer for this purpose at: **Wakam: 120-122, rue Réaumur-75002 Paris** email: [dpo@wakam.com](mailto:dpo@wakam.com)

**Automated decision making**

In making Your proposal for insurance (including at renewal) You provide Your information to us and we use that information in automated decision making (making a decision solely by automated means without any human involvement) to process that proposal or renewal and such automated decision making is necessary for the entry into and/or performance of Your Policy.

### **Preventing or detecting fraud**

We will check Your information against a range of registers and databases for completeness and accuracy. We may also share Your information with law enforcement agencies, other organisations and public bodies. If we find that false or inaccurate information has been given to Us, or we suspect fraud, we will take appropriate action. If fraud is identified, details will be passed to fraud prevention agencies including the Claims Underwriting Exchange Register, Law enforcement agencies may access and use this information.

Signed :

A handwritten signature in black ink, appearing to read "Paul McGrady". The signature is written in a cursive style with a large initial 'P'.

Paul McGrady  
For and on behalf of :  
Wakam

## Definitions

The following words have the same meaning wherever they appear in the policy or schedule.

1. *Asbestos* means asbestos, asbestos fibres, any derivatives of asbestos and any product containing asbestos, asbestos fibres or any derivatives of asbestos in whatever form or quantity
2. *Insured* means the person company firm subsidiary companies or other legal entity named as the Insured in the Schedule.
3. *The Business* means the Profession of the Insured solely as described in the Schedule but shall also include
  - (a) the ownership repair maintenance and decoration of the Insured's own business premises but not construction re-construction structural alteration or demolition of such premises
  - (b) the repair and maintenance of vehicles or plant used in the course of the Business and owned by the Insured
  - (c) the provision and management of canteens social sports and welfare organisations which are for the benefit of Employees and of their families
  - (d) the provision in the course of the Business of first aid medical and dental services ambulance fire security services and safety organisations
  - (e) private work undertaken with the prior consent of the Insured by an Employee for a partner or director of the Insured provided that such work is not in pursuit of any trade or business.
4. *Territorial Limits* means the Republic of Ireland Great Britain and Northern Ireland.
5. *Period of Insurance* means the period specified in the Schedule or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the Premium.
6. *Excess* means the amount the Insured shall bear in respect of each and every incident or occurrence as stated in the Schedule. It is a condition precedent to the Company's liability under the Policy that such amount or any part thereof be furnished by the Insured to the Company on demand. Failure to do so constitutes a breach of condition precedent under the Policy and entitles the Company to refuse indemnification in respect of the entire claim.
7. *Bodily Injury* means accidental bodily injury and includes death disease illness and nervous shock.
8. *Principal* means any person company, firm, public, local or statutory authority for whom the Insured is carrying out work under contract or agreement.
9. *Nuisance* means nuisance, trespass or interference with any easement right of air, light ,water or way.
10. *Pollution* means pollution or contamination of the atmosphere or of any land water or other tangible property.

**11. *Employee*** means

- (a) any person supplied to the Insured under a contract or agreement the terms of which deem such person to be in the employment of the Insured;
- (b) any person engaged under any study training educational or work experience;
- (c) any labour master or labour only sub-contractor or any person employed or supplied by them;
- (d) any self employed person;
- (e) any person hired to or borrowed by the Insured;

while working for the Insured in the course of the Business. Provided always that this definition shall not include any Bona fide subcontractor.

**12. *Product*** means any commodity article thing or any part thereof (including containers labelling and packaging provided in connection therewith) manufactured constructed erected installed altered repaired serviced processed treated sold leased supplied or distributed by or on behalf of the Insured in the course of the Business and not in the custody or control of the Insured.

**13. *Offshore*** means for the purpose of this Policy that the Insured's employee shall be deemed to be offshore from the time when they embark onto a conveyance at the point of final departure to an offshore rig or offshore platform or offshore support vessel. All such employees shall continue to be deemed to be offshore until such time as they disembark from the conveyance unto land upon their return from an offshore rig or an offshore platform or offshore support vessel.

**14. *Contract Works*** means the permanent and/or temporary works executed or in the course of execution by or on behalf of the Insured in the development of any building or site or the performance of any contract including materials and all other property intended for use in connection therewith.

**15. *Property*** means material property but shall not include Data. Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

**16. *The Schedule*** means the document which shows the details of the Assured the Policy Number the Business Description the Premium and the Sections applicable including the estimated wages turnover and other payments. It will also state endorsements and variations in the terms of the Insurance and may be replaced by an amended schedule where there is a change in any detail of the insurance and a renewal schedule for any subsequent period of insurance.

**17. *Vehicle*** means any mechanically propelled Vehicle or trailer attached thereto whilst on any road within the meaning of the Road Traffic Acts or other Road Traffic Legislation

**18. *Non-manual work*** means employment duties and responsibilities limited to the clerical and administrative type, including only such limited physical activities as are closely associated with such duties and responsibilities and strictly necessary for carrying them out.

**19. *Legal Liability*** means any obligation imposed by a court of law operating within the Territorial Limits.

**20. Damages** means compensation awarded by a court of law operating within the Territorial Limits for bodily injury or damage to property but excluding aggravated damages, exemplary damages, punitive damages, liquidated sums, penalties, fines or any sum over and above strict compensatory damages.

**21. Employment** means a contract of service between the insured and any employee

**22. Limit of Indemnity** means the maximum sum payable under each category of liability as stated in the schedule, including all costs and expenses, the limit being either for each Occurrence or for all Occurrences combined in any period of insurance, depending on the category of liability and the type of Occurrence, as set out in the policy itself.

**23. Occurrence** means a specific event giving rise to bodily injury or damage to property

**24. Accidental** means brought about entirely fortuitously and unintentionally

**25. Company** means *Wakam, 120-122 Rue Réaumur-75002 Paris-France.*

*Website : [www.wakam.com](http://www.wakam.com)*

**26. Road Traffic Act** means the Road Traffic Acts 1961 to 2018 or such analogous legislation in force within the Territorial Limits.

**27. Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

**28. Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

**29. Cyber Incident** means:

- any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

**30. Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**31. Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

32. *Communicable Disease* means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- iii) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

## **Section 1 – Employers Liability (Applicable only if specified in the Schedule)**

The insurance provided by Section 1 is on a cost inclusive basis whereby the cost and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of the Insured are included within the Limit of Indemnity stated in the Schedule.

The Company will provide indemnity to the Insured

2. against legal liability for any damages in respect of Bodily Injury to any Employee within the Territorial Limits caused during any Period of Insurance and arising out of an in the course of employment by the Insured in the Business
3. against legal liability for claimant's costs and expenses in connection with 1. above
4. in respect of :
  - a. costs of legal representation at
    - i. any coroner's inquest or inquiry in respect of death
    - ii. proceedings in any court arising out of any alleged breach of statutory duty resulting in injury which may be the subject of indemnity under this section
  - b. all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1. aboveincurred with the Company's written consent

Provided that in respect of any one Occurrence

1. the total amount payable under this section including all extensions and endorsements shall not exceed the Limit of Indemnity as stated in the Schedule
2. the Company may at its absolute discretion and at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any lesser amount for which the claims arising out of such Occurrence can be settled the Company will then relinquish control of such claims and be under no further liability in respect thereof
3. the Excess in respect of damages and claimants costs and expenses will be payable before the Company shall be liable to make a payment

No indemnity will be provided by the Company in respect of any judgement, award or settlement made in any country or territory outside the Territorial Limits of this Policy or in respect of any order made anywhere in the world, including within the Territorial Limits, to enforce such judgement, award or settlement.

## Extensions applicable to Section 1 – Employers Liability

### 1. Safety Health and Welfare at Work Act - Legal Defence Costs

The Company will indemnify the Insured and if the Insured so requests any Employee, director or partner of the Insured in respect of:

- a) legal costs and other expenses incurred with the written consent of the Company: and
- b) in the defence of any criminal proceedings brought or in relation to an appeal against conviction arising from such proceeding in respect of a breach of any Applicable Legislation (as defined below),

Provided that the proceedings relate to both the health safety and welfare of any Employee to an offence alleged to have been committed during the Period of Insurance in the course of the Business.

This extension will not apply:

- a) To fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders;
- b) To proceedings consequent upon any deliberate act or omission by:
  - a. the Insured
  - b. any partner or director of the Insured;which could reasonably have been expected to constitute a breach of the Applicable Legislation having regard to the nature and circumstances of such act or omission;
- c. where indemnity is provided by any other insurance

For the purposes of this extension Applicable Legislation shall mean the Safety Health and Welfare at Work Act 2005 or similar safety legislation of the Republic of Ireland or the Health & Safety at Work Act 1974 & Health & Safety at Work Act Northern Ireland 1978 in respect of work being undertaken in Northern Ireland or Great Britain.

The total amount payable by the Company under this extension shall not exceed €100,000 any one occurrence and in the aggregate within the Period of Insurance.

### 2. Indemnity to Principals

The Company will indemnify any Principal against legal liability as defined in the Insuring Clause Provided that

- (a)** the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b)** the Principal is not entitled to indemnity under any other policy
- (c)** the Principal shall as though he were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy
- (d)** nothing in this Extension will operate to increase the Company's liability beyond the amount for which the Company would have been liable had this Extension not applied.



### **3. Personal Representatives**

In the event of the death of the Insured the Company will indemnify the Insured's legal personal representatives against Legal Liability

Provided that

- (a) the Insured was entitled to indemnity under this Section
- (b) such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy.

### **4. Indemnity to Other Persons**

The Company will indemnify the following persons in respect of Legal Liability

- (a) any Employee or partner or director of the Insured provided that the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the Business

Provided that

- (i) such persons are not entitled to indemnity under any other policy
- (ii) such persons are not excluded under section 1(b) of this extension as a result of any deliberate act or omission
- (iii) such persons shall as though they were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy
- (iv) nothing in this Extension will operate to increase the Company's liability beyond the amount for which the Company would have been liable had this Extension not applied.

### **5. Work Overseas**

The Company will indemnify the Insured in respect of legal liability for Bodily Injury caused to an Employee as defined in the Insuring Clause arising within any member country of the European Union outside of the Territorial Limits where an Employee is on a temporary visit for the purpose of carrying out non-manual work in the course of the Business.

Provided that

- (a) such Employee is normally resident in the Territorial limits:
- (b) the Company will not indemnify the Insured in respect of any amount payable under any applicable Workmen's Compensation Social Security or Health Insurance legislation in the Territorial Limits.

This extension will not apply to Legal Liability;

- a) arising out of the ownership or occupation of land or buildings;
- b) in respect of which indemnity is offered by any other insurance.

## **6. Compensation for Court Attendance, Inquests or enquiries**

If at the request of the Company any of the under mentioned persons shall attend as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required;

- |   |      |
|---|------|
| a) any director or partner of the Insured | €500 |
| b) any Employee                           | €250 |

## **7. Unsatisfied Court Judgements**

If a judgement for Damages is obtained;

- a) by any Employee or the personal representative of any Employee in respect of Bodily Injury sustained by the Employee caused during the Period of Insurance and arising out of and in the course of employment by the Insured in the Business;
- b) against any Company or individual operating from premises within the Republic of Ireland;

in any court within the territories specified in (b) above; and

- c) remains unsatisfied in whole or in part six months after the date of such judgement;

at the request of the Insured the Company will pay to the Employee or the personal representative of the Employee the amount of any such Damages and any awarded costs to the extent that they remain unsatisfied.

Provided that;

- a) there is no appeal outstanding;
- b) if any payment is made under the terms of this extension, the Employee or the personal representative of the Employee shall assign the judgement to the Company.

## Section 2 – Public Liability (Applicable only if specified in the Schedule)

The Company will indemnify the Insured

1. up to the Limit of Indemnity against legal liability for damages in respect of
  - a. accidental Bodily Injury of any person
  - b. accidental loss of or damage to Property
  - c. obstruction trespass nuisance or interference with any right of way air light or other easement

happening during any Period of Insurance in connection with the Business and occurring within the Territorial Limits.
2. against legal liability for claimant's costs and expenses in connection with 1. above
3. in respect of
  - a. costs of legal representation at
    - i. any coroner's inquest or inquiry in respect of death
    - ii. proceedings in any court arising out of any alleged breach of statutory duty resulting in any event specified in 1. abovewhich may be the subject of indemnity under this Section 2
  - b. all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1. aboveincurred with the Company's written consent

Provided that in respect of

- A. any one Occurrence
- B. all incidents considered to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply:

1. the total amount payable under this section including all extensions and endorsements shall not exceed the Limit of Indemnity as stated in the Schedule
2. the Company may at its absolute discretion and at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any lesser amount for which the claims arising out of such Occurrence can be settled the Company can relinquish control of such claims and be under no further liability in respect thereof
3. the Excess in respect of damages and claimants costs and expenses will be payable before the Company shall be liable to make a payment
4. where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity shown in the Schedule.

No indemnity will be provided by the Company in respect of any judgement, award or settlement made in any country or territory outside the Territorial Limits of this policy or in respect of any order made anywhere in the world, including within the territorial limits, to enforce such judgement, award or settlement.

## **Extensions Applicable to Section 2 – Public Liability**

### **1. Work Overseas**

The Company will indemnify the Insured against Legal Liability arising within any member country of the European Union outside of the Territorial Limits where an Employee or partner or director of the Insured is on a temporary visit for the purpose of carrying out non-manual work in the course of the Business provided that such Employee or partner or director is ordinarily resident within the Territorial Limits. This extension will not apply to Legal liability;

- a) Arising out of the ownership or occupation of land or buildings;
- c) In respect of which indemnity is offered by any other insurance.

### **2. Wrongful Arrest**

The indemnity provided will indemnify the Insured against legal liability for damages and claimants costs and expenses in respect of claims made against the Insured and notified to the Company during any Period of Insurance by any customer of the Insured in respect of any alleged false imprisonment libel slander or malicious prosecution as a direct result of any incident involving suspicion of theft or false pretences and arising out of normal business contact between an Employee of the Insured and a customer. The liability of the Company arising out of all claims notified during any period of insurance including all costs and expenses incurred with the Company's written consent shall not exceed the Limit of Indemnity shown below. The indemnity provided by this extension is limited to €50,000 any one period of insurance.

### **3. Personal Representatives**

In the event of the death of the Insured the Company will indemnify the Insureds' legal personal representatives in respect of legal liability as defined in the Insuring Clause.

Provided that

- (a) the Insured was entitled to indemnity under this Section
- (b) such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy.

### **4. Cross Liabilities**

If more than one party is named as the Insured the Company will treat each party in the same manner and to the same extent as if a separate policy had been issued to each.

Provided that nothing in this Extension will operate to increase the Company's liability beyond the amount for which the Company would have been liable had this Extension not applied, as set out in the Limit of Indemnity shown in the Schedule.

### **5. Joint Insured**

It is hereby noted and agreed that Local Authorities and/or Public Bodies and/or Health Boards are noted as joint insured under Section 2 – Public Liability in relation to any contract undertaken by the Insured on their behalf but solely in respect of the negligence of the Insured and provided that the total liability of the Company shall not exceed the Limit of Indemnity shown in the Schedule.

## **6. Indemnity to Other Persons**

If the Insured so requests the Company will indemnify the following persons in respect of Legal Liability

- (a) any Employee or partner or director of the Insured provided that the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the Business.

Provided that

- (i) such persons are not entitled to indemnity under any other policy
- (ii) such persons shall as though they were Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy
- (iii) nothing in this Extension will operate to increase the Company's liability beyond the amount for which the Company would have been liable had this Extension not applied, as set out in the Limit of Indemnity shown in the Schedule.

## **7. Contingent Motor Liability**

Notwithstanding Exclusion 6 of Exclusions applicable to Section 2 – Public Liability the Company will indemnify the Insured in respect of liability arising from any vehicle or trailer attached thereto being used in connection with the Business within the Territorial limits which is not owned loaned leased hired or borrowed by the Insured.

The indemnity will not apply to legal liability arising

- 1. in respect of damage to the vehicle or trailer or goods carried in or on the vehicle or trailer
- 2. while the vehicle is being driven by any Employee partner or director who does not hold a licence to drive the vehicle
- 3. where indemnity is provided under any other insurance

The indemnity provided by this extension is limited to €50,000 any one Occurrence.

## **8. Compensation for Court Attendance, Inquests or enquiries**

If at the request of the Company any of the under mentioned persons shall attend as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required;

- |   |      |
|---|------|
| a) any director or partner of the Insured | €500 |
| b) any Employee                           | €250 |

## **Exclusions Applicable to Section 2 - Public Liability**

**The Company will not indemnify the Insured in respect of any liability:**

### **1. Injury to Employees**

for Bodily Injury to an Employee of the Insured arising out of and in the course of their employment by the Insured.

### **2. Fines Penalties or Damages**

for fines penalties punitive or exemplary damages.

### **3. Pollution**

directly or indirectly caused by or arising from seepage pollution or contamination of any kind or for the cost of neutralising containing removing or cleaning up any substance causing or resulting from any incidence of such seepage pollution or contamination other than such liability directly caused by any sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance.

Provided that all pollution or contamination which arises out of one incident shall be considered for the purpose of this Policy to have occurred at the time such incident takes place.

### **4. Loss of or damage to property**

for loss of or damage to material property

- (a) belonging to the Insured
- (b) which constitutes or forms any part of the Contract Works happening before the date of certified completion or handover of the Contract Works by the Insured;
- (c) in the custody or control of the Insured or an Employee or partner or director of the Insured other than
  - (i) the personal effects (including vehicles and their contents) of any visitor Employee or partner or director of the Insured
  - (ii) buildings (together with the contents thereof) temporarily occupied by or on behalf of the Insured for the purpose of carrying out work in the course of the Business
  - (ii) buildings (including their fixtures and fittings) leased or rented by the Insured but excluding liability assumed under the terms of any tenancy agreement unless such liability would have attached in the absence of any such tenancy agreement.

### **5. Professional Liability**

caused by or arising from any design plan or specification or any treatment or advice (remedial/professional or otherwise) given administered or omitted by the Insured or an Employee or partner or director of the Insured for which a fee is or would normally be charged.

## **6. Road Traffic Act**

for injury or damage caused by the ownership possession or use by or on behalf of the Insured of any

1. Mechanically propelled vehicle other than legal liability arising out of
  - a. The use of plant as a tool of trade
  - b. The use of plant at the premises of the Insured
  - c. The loading or unloading of any mechanically propelled vehicle
  - d. The ownership possession or use of a semi-trailer (whether coupled or uncoupled)

Except where indemnity is provided by any motor insurance contract where insurance or security is required by applicable law within the Territorial Limits.

2. Aircraft aerial device aerospace device hovercraft waterborne craft or offshore structure

## **7. Products**

For liability arising (after they have ceased to be in possession or under the control of the Insured) out of any goods or products designed manufactured constructed installed altered repaired services processed treated sold leased supplied or distributed by or on behalf of the Insured

## **8. Contract conditions**

for any claim in respect of loss of or damage to material property against which the Insured is required to effect insurance under any construction contract conditions or under the terms of any other contract or agreement requiring insurance of a like kind.

## **9. Deliberate acts or omissions**

caused by or arising from a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission.

## **10. Contract Works**

for loss of or damage to Contract Works occurring before the date of practical completion or before a certificate of practical completion is issued.

## **11. Defective goods**

for the costs of removal repair alteration replacement or reinstatement of any

- (a) structure erected
- (b) product supplied by or on behalf of the Insured
- (c) Contract Works

caused or necessitated by any defect therein or the unsuitability thereof for its intended purposes.

## **12. Time Penalties**

due to delay or time penalty in any contract or for injury loss of damage to or interference with amenities which is intentional or necessarily incidental to the carrying out of the work

### **13. Off Shore**

Arising from or in connection with any work undertaken in or on any offshore accommodation exploration drilling or production rig/installation or offshore support vessel.



### **Section 3 – Products Liability (Applicable only if specified in the Schedule)**

The Company will indemnify the Insured

1. up to the Limit of Indemnity against legal liability for damages in respect of

- a. accidental Bodily Injury of any person
- b. accidental loss of or damage to Property

happening during the Period of Insurance in connection with the Business of the Insured carried on by the Insured anywhere in the world and due to the supply of any Product from within the Territorial Limits.

2. Against legal liability for claimant's costs and expenses in connection with 1. above.

3. In respect of

- a. costs of legal representation at
  - iii. any coroner's inquest or inquiry in respect of death
  - iv. proceedings in any court arising out of any alleged breach of statutory duty resulting in any event specified in 1. above  
which may be the subject of indemnity under this section
- b. all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1. above  
incurred with the Company's written consent

Provided that in respect of all occurrences happening during any Period of Insurance in respect of products supplied the following shall apply

1. the total amount payable under this section including all extensions and endorsements shall not exceed the Limit of Indemnity as stated in the Schedule
2. the Company may at its absolute discretion and at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any lesser amount for which the claims arising out of such Occurrence can be settled the Company can relinquish control of such claims and be under no further liability in respect thereof
3. the Excess in respect of damages and claimants costs and expenses will be payable before the Company shall be liable to make a payment
4. where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity shown in the Schedule.

No indemnity will be provided by the Company in respect of any judgement, award or settlement made in any country or territory outside the territorial limits of this policy or in respect of any order made anywhere in the world, including within the territorial limits, to enforce such judgement, award or settlement.

## **Exclusions Applicable to Section 3 – Products Liability**

**The Company will not indemnify the Insured in respect of any liability:**

### **1. Defective goods**

for the costs of removal repair alteration replacement or reinstatement of any

(a) product supplied by or on behalf of the Insured

(b) Contract Works

caused or necessitated by any defect therein or the unsuitability thereof for its intended purposes.

### **2. Product recall**

for claims incurred in the recall of any Product or part thereof

### **3. Penalty clauses**

for any liquidated damages penalty clauses or performance warranties

### **4. Efficacy**

for loss or damage arising from the failure of any Product to fulfil its intended function

### **5. Product**

a. for any injury disease loss or damage caused by any Product used in or in connection with hovercraft waterborne craft aircraft other aerial devices aerospace devices or on any Offshore structure

b. for injury disease loss or damage arising from any Product while such Product remains in the possession or under the control of the Insured

### **6. Known claims**

for any claim arising from circumstances known to the Insured prior to the inception date of this insurance.

### **7. Pollution**

directly or indirectly caused by or arising from seepage pollution or contamination of any kind or for the cost of neutralising containing removing or cleaning up any substance causing or resulting from any incidence of such seepage pollution or contamination other than such liability directly caused by any sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance.

Provided that all pollution or contamination which arises out of one incident shall be considered for the purpose of this Policy to have occurred at the time such incident takes place.

### **8. Professional Liability**

caused by or arising from any design plan or specification or any treatment or advice (remedial/professional or otherwise) given administered or omitted by the Insured or an Employee or partner or director of the Insured for which a fee is or would normally be charged.

### **9. Time Penalties**

due to delay or time penalty in any contract or for injury loss of damage to or interference with amenities which is intentional or necessarily incidental to the carrying out of the work

### **10. Motor Vehicles**

arising from

- a. the repair servicing or maintenance of any motor vehicle
- b. the sale or supply of motor vehicles
- c. any work carried out on new or used motor vehicles prior to sale or supply including the pre-delivery check of new motor vehicles
- d. the sale or supply of spare parts component units accessories or other goods for motor vehicles

### **11. Injury to Employees**

for Bodily Injury to an Employee of the Insured arising out of and in the course of their employment by the Insured

### **12. USA/Canada**

for any liability in respect of any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part) and it is agreed between the Company and the Insured that no premium has be paid for such cover.

## **General Conditions (applicable to all sections of the policy)**

### **All conditions are precedent to indemnity under this insurance**

#### **1. Identification**

This Policy comprising the Introduction Schedule Definitions Insuring Clauses Extensions Exclusions Conditions and any Endorsements shall be read as one contract and any word or expression to which a specific meaning has been attached therein shall bear such specific meaning wherever it may appear.

#### **2. Due Observance**

The observance and fulfilment of the terms and Conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured or any other indemnified party shall be conditions precedent to any liability of the Company to make any payment under this Policy.

#### **3. Non-Disclosure**

This insurance will be voidable if there has been misrepresentation, misdescription or non-disclosure of any material fact. If you are uncertain as to whether a fact is material or not, please contact your broker.

#### **4. Alterations of Risk**

The insured shall give immediate notice in writing to the Company if at any time anything shall occur or be done which materially affects or varies any aspect of the subject matter of this insurance. If you are uncertain as to whether an occurrence materially affects the insurance, please contact your broker.

#### **5. Territorial Limits**

The Territorial Limits under this policy are the Ireland Great Britain and Northern Ireland

#### **6. Reasonable Precautions**

The Insured must take all reasonable care to prevent Bodily Injury loss or damage and to maintain premises plant and everything used in the Business in proper repair and to act in accordance with all statutory obligations and regulations including the statutory inspection of all lifting plant passenger lifts and steam pressure vessels.

The Insured must immediately make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.

#### **7. Jurisdiction**

The law of the Republic of Ireland applies to the contract.

#### **8. Underground Services**

The Insured shall take all reasonable steps to ascertain the position of all pipes cables and other underground services including the inspection of plans of all services and in particular plans held by any local or public authority

#### **9. Other Insurances**

If any insurance under this Policy is also the subject (in whole or in part) of indemnity under any other policy, the liability of the Company shall apply in excess of and not as contributory with, such other policy.

## **10. Premium Adjustment**

If the Premium for this Policy has been calculated on the basis of an estimate supplied by the Insured of wages salaries and other earnings and/or turnover

(a) the Insured shall maintain an accurate record of such wages salaries and other earnings and/or turnover and the Company or its representatives may at any time examine such record

(b) the Insured shall within 30 days of the expiry of each Period of Insurance supply to the Company an auditors' certificate of such wages salaries and other earnings and/or turnover for that Period of Insurance and in this regard time is of the essence

and

(i) if the amount of such wages salaries and other earnings and/or turnover shall differ from the estimate on which the Premium has been calculated the difference in Premium shall be paid by or allowed to the Insured as the case may be subject to retention of the Minimum Premium stated in the Schedule or as advised to the Insured

(ii) should the Insured fail to supply such auditors' certificate in accordance with this Condition then the Company will not provide any indemnity for any Bodily Injury Nuisance or loss of or damage to material property which might otherwise be the subject of indemnity under this Policy in the Period of Insurance for which the auditors' certificate remains outstanding.

## **11. Cancellation**

- a) Cancellation by the Company - The Company may cancel this Policy at any time by giving 10 days' notice by standard post to the last known address of the Insured and in such case the Insured shall be entitled to the return of a proportionate part of the Premium (provided the Premium has been paid to the Company) in respect of the unexpired Period of Insurance subject always to any minimum premium stated in the Schedule
- b) Cancellation by the Insured - The Insured may cancel this insurance by advising the Company via their broker in writing and a refund of premium may be given at the Company's discretion but subject to:
  - a. no claim having arisen and there being no claim pending during the current period of insurance
  - b. the policy not being cancelled in the first year.

Any Employers Liability Certificate issued to the Insured must be returned to the Company in the event of cancellation.

## **12. Arbitration**

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by the parties or failing agreement by the President for the time being of the Incorporated Law Society of Ireland. Where any difference is referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of the liability shall be deemed to have been abandoned.

### **13. Suspension of Cover**

The Company may at any reasonable time inspect any property and in the event of any defect or danger being apparent the Company may give written notice to the Insured when all liability of the Company arising from such defect or danger shall be suspended.

### **14. Avoidance and Recovery**

The indemnity granted by this Policy is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in any of the Policy Territories 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.

### **15. Claims Conditions**

#### Notice of Claims

(a) In the event of an occurrence which may give rise to a claim for indemnity under this Policy it is a condition precedent to liability that the Insured shall give immediate notice in writing (with full particulars in writing) to the Company or the Insureds broker and as far as practicable no alteration or repair shall be carried out until the Company has had an opportunity of investigating. Every letter claim writ summons and process shall be unacknowledged and notified or forwarded to the Company immediately on receipt. The Insured shall inform the Company immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company every relevant document which must remain unanswered by the Insured.

#### Control of Claims

(b) No admission repudiation offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company. The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise. The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require. The Company shall not be liable for any loss alleged to have been sustained by the Insured in consequence of any action or omission of the Company in the course of any claim or proceedings.

#### Discharge of Liability

(c) The Company may at any time at its sole discretion pay to the Insured the amount of the Limit of Indemnity (less any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and be under no further liability in respect of such claim or claims.

### **16. Fraudulent Claims**

If any claim upon this Policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any loss or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.

### **17. Subrogation**

Any claimant under this policy shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights or remedies or of obtaining relief or indemnity from other parties to which the Company shall or would become entitled or subrogated upon its paying for or making good any loss, destruction or damage under this Policy whether such acts and things shall be or become necessary or required before or after the claimant's indemnification by the Company.

### **18. Personal Protective Equipment**

All employees, visitors and any other operatives for whom the insured is responsible must be made fully aware of the dangers of not using personal protective equipment, are advised of the insured's enforcement policy in relation to same and are advised of the sanctions applicable for failure to comply, all in an effort to ensure that such equipment supplied by the insured is used at all relevant times.

### **19. Scaffolding**

All scaffolding and other 'work at height' equipment must be supplied, erected, maintained and dismantled in accordance with the Safety Health & Welfare at Work (General Application) Regulations 2007 and all amending and/or updating legislation, including the Safety Health & Welfare at Work (Construction) Regulations 2013 or such analogous legislation in force within the Territorial Limits.

## **General Exclusions (applicable to all sections of the policy)**

**The Company shall have no liability under this policy to provide any indemnity or benefit;**

### **1. Radioactive Contamination**

for any legal liability directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### **2. Hazardous Work**

For any legal liability arising from or in connection with:

- a) any work carried out at a depth greater than 3 metres below ground level;
- b) any work carried out at a height in excess of 15 metres above ground level;
- c) the use of cradles slings and the like;
- d) the sale supply hire or erection of spectator stands;
- e) any work undertaken airside or on aircraft;
- f) the use of explosives;
- g) sub aqua work or water diversion
- h) underpinning pile driving tunnelling or mines;
- i) work on railways tramways and or cable cars
- j) carriage of gas air under pressure or explosives (including fireworks or ammunition)
- k) the construction alteration maintenance or repair of bridges docks piers wharves harbours canals viaducts towers steeples chimney shafts or blast furnaces;
- l) the construction of or any work in or on petrochemical or gas works airports aerodromes watercraft chemical works oil refineries fuel depots power stations offshore gas or oil installations nuclear installations or collieries
- m) any work of demolition except where such demolition is solely undertaken by machinery and of structures not exceeding 5 metres in height when such work forms part of an overall contract for construction alteration or repair work;
- n) the handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibre, whether forming part of the insured's contract or accidentally discovered during the course of works being carried out.
- o) the internal or external cleaning of windows above ground level

### **3. Use of heat**

for any liability of whatsoever nature arising out of the use of flame or welding or cutting by heat away from the Insureds own premises other than hot air torches and hand held solders.

### **4. Excess**

for the Excess being the sum specified in the Schedule for which the Insured is responsible in respect of each and every Occurrence



## **5. War & Civil Commotion**

Any accident, injury, loss or damage caused directly or indirectly by:

- a)** War invasion acts of foreign enemies hostilities or warlike operations (whether war declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power or martial law except so far as is necessary to meet the requirements of the Road Traffic Acts
- b)** Civil commotion in Northern Ireland
- c)** Confiscation or nationalisation or requisition or destruction of property by or any order of any government or public or local authority
- d)** Any act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatsoever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes or any action taken in controlling preventing, suppressing or in any way relating to any of the above.
- e)** If the Insurer's allege that by reason of this exclusion any loss damage costs or expense of whatsoever nature is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

## **6. Road Traffic Act**

for any liability as required to be insured by the relevant sections of the Road Traffic Acts, or their equivalent in force within the Territorial Limits, in respect of requirements in respect for policies of insurance relating to compulsory third party motor insurance. This exclusion shall apply whether or not the Insured is exempt from the requirements of compulsory Third Party motor Insurance or has in force a guarantee in accordance with the relevant section of the Road Traffic Act or has made a deposit with the Accountant General of the Courts of Justice.

## **7. Terrorism**

for any loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of Terrorism means an act, (whether involving violence or the use of force or not), or the threat or the preparation thereof, of any person or group(s) of persons, (whether acting alone or on behalf of or in connection with any organisation(s) or government(s)) which;

is designed to, or does intimidate or influence a de jure or de facto government or the public or a section of the public, or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

This exclusion also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of terrorism.

If the Company allege that by reason of this exclusion any loss damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

## **8. Asbestos**

for liability arising directly or indirectly out of or resulting from or in consequence of or in any way involving:

- (a) exposure to or inhalation of or ingestion of or fears of the consequence of exposure to or inhalation of or ingestion of asbestos;
- (a) the cost of cleaning up, or removal of or loss of or damage to property arising out of any asbestos other than loss or damage to property involving products containing asbestos where the existence of asbestos is not itself a direct or indirect cause of the loss of or damage to property.

## **9. USA / Canada**

for any liability in respect of any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part) and it is agreed between the Company and the Insured that no premium has be paid for such cover.

## **10. Liability Assumed under contract**

for any liability assumed by the Insured under any contract or agreement unless such liability would have attached to the Insured in the absence of such contract or agreement.

**11. Fine Penalty Punitive or Exemplary Damages**

- a) for any fine penalty or punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages;
- b) for any order of costs awarded in any criminal proceedings

**12. Other Insurance**

to the extent that Indemnity is (of would be but for this Insurance) available from any other source

**13. Nervous shock, mental anguish or illness stress**

in respect of claims for or arising from nervous shock mental anguish or illness stress or any other psychological condition unless the condition complained of is accompanied by and arises directly from a physical injury.

**14. Wrongful arrest**

directly or indirectly caused by or contributed to or arising from any wrongful arrest detention imprisonment or eviction of any person or wrongful accusation of shoplifting.

**15. EMF/Radiation**

which arises out of or is contributed to directly or indirectly by exposure to electro-magnetic fields or radiation

**16. Bullying / Harassment**

for any legal liability arising from any of the following :-

- a. bullying
- b. harassment (sexual or otherwise)
- c. unfair dismissal

by the Insured and/or his servants or agents

**17. Defective work**

for the cost of repairing, replacing or reinstating defective work, whether labour or materials or both, but this exclusion shall not apply to accidental bodily Injury or accidental damage to Property arising as a consequence of such defective workmanship.

**18. Date Recognition**

for any liability in respect of any claim of whatsoever nature which arises directly or indirectly from or consisting of the failure or inability of any

(a) Electrical circuit microchip integrated circuit microprocessor embedded system hardware software firmware program computer data processing equipment telecommunication equipment or system or any similar device

(b) Media or systems used in connection with any of the foregoing

whether the property of the Insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date including without limitation the failure or inability to recognise capture save retain or restore and/or correct to manipulate interpret transmit return calculate or process any date data information command logic or instruction as a result of

- (i) recognising using or adopting any data day of the week or period of time otherwise than as or other than the true or correct day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

#### **19. Cyber Exclusion**

- a) Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any Cyber Loss regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- b) This endorsement is applicable to the following classes of business:
  - 2.1 Employers' Liability;
  - 2.2 Products Liability;
  - 2.3 Public Liability.
- c) Any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any DATA, including any amount pertaining to the value of such Data shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion clause or any other part of this Policy.
- d) Any recoveries, collectibles or retention from any other form of insurance, whether specific, general or which may overlap including deductibles or self-insured retention which protects the Insured in respect of any Cyber Loss (hereinafter "Other Recoveries") shall inure to the benefit of the Company in all cases and this Policy shall not respond until all Other Recoveries are exhausted. The liability of the Company in respect of loss or losses covered hereunder shall not be increased by any reason of the inability of the Insured to collect any amounts from Other Recoveries.
- e) If the Company alleges that by reason of this exclusion any Cyber Loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall fall to the Insured.

## **20. Fungus Mould and Mildew**

(i) arising out of resulting from caused by contributed to or in any way related to any fungus of any kind whatsoever including but not limited to mildew mould spore(s) or allergens or

(ii) for any costs or expenses associated in any way with the abatement mitigation remediation containment detoxification neutralisation monitoring removal disposal or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever including but not limited to mildew mould spore(s) or allergens or

(iii) for any obligation or duty to defend any actions on account of Bodily Injury damage personal or advertising injury or medical payments arising out of resulting from or in any way related to any fungus of any kind whatsoever including but not limited to mildew mould spore(s) or allergens.

Irrespective of the cause of such fungus mildew mould spore(s) or allergens and whenever or wherever occurring.

For the purpose of this exclusion "Bodily Injury" shall also include mental anguish mental injury and/or emotional distress.

## **21. Biological/Chemical Contamination**

for any loss directly or indirectly caused by or contributed to or arising from biological/chemical contamination.

## **22. Legionella**

in respect of Bodily Injury loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with Legionella

## **23. Sexual Conduct**

for any liability arising directly or indirectly out of or in connection with any actual or attempted conduct of a sexual nature.

## **24. Communicable Disease Exclusion**

- a) Notwithstanding any provision to the contrary within this Policy, this Policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- b) For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

## **Endorsements (only applicable if noted on policy schedule)**

### **A1 - Bona Fide Sub Contractors Endorsement**

It is understood and agreed that where the Insured has declared the use of Bona Fide Sub Contractors it is warranted that prior to any contract commencing the Insured will check that all Bona Fide Sub Contractors have adequate Employers and Public liability insurances in force. Bona Fide Sub Contractors are defined as Sub-Contractors who provide labour and materials in the performance of their contract.

Subject otherwise to the terms, conditions and exclusions of this Policy.

### **A2 - Tree Felling/Lopping exclusion**

It is understood and agreed that this Policy does not indemnify the Insured in respect of any claim arising in connection with

- a) tree lopping above 3m from ground level
- b) tree-felling.

Subject otherwise to the terms, conditions and exclusions of this Policy

### **A3 - Window Cleaning Exclusion**

It is understood and agreed that this policy does not indemnify the Insured in respect of any liability arising from window cleaning.

Subject otherwise to the terms, conditions and exclusions of this Policy

### **A4 - Excluding crop spraying**

It is understood and agreed that this Policy does not indemnify the Insured for any claim arising out of or in connection with crop spraying

Subject otherwise to the terms, conditions and exclusions of this Policy

### **A5 - Member to Member**

It is understood and agreed that if any claim is made upon any member of the Insured by any other member and the claim is such that if made upon the Insured the Insured would be entitled to indemnity under this Policy the Company will in the terms and subject to the limitations of this Policy indemnify the said member of the Insured in respect of such claim provided that :

- a) such member is not entitled to indemnity under any other policy;
- b) such member shall as though he were the Insured observe, fulfil and be subject to the terms, exclusions, limits and conditions of this policy so far as they can apply.

Subject otherwise to the Terms, Conditions and Exclusions of this Policy.

**A6 - High pressure water jetting exclusion**

It is understood and agreed that this Policy does not provide and indemnity for the use of any high-pressure water jetting equipment on roofs.

Subject otherwise to the Terms, Conditions and Exclusions of this Policy

**A7 - Sub-Contractors Condition**

It is understood and agreed that it is a condition precedent to liability under this Policy that all sub-contractors engaged by you hold Employers and Public Liability policies providing :

- a) an Employers Liability indemnity limit of not less than €13,000,000 any one occurrence
- b) a Public Liability indemnity limit of not less than €6,500,000 any one occurrence
- c) an indemnity to the Insured as principal

Subject otherwise to the Terms, Conditions and Exclusions of this Policy.

**A8 - Standalone Roofing Work**

It is understood and agreed that this policy is extended to allow standalone roofing work to be undertaken to a maximum value of €750 any one contract and to a maximum of 10% of turnover in the aggregate.

Subject otherwise to the Terms, Conditions and Exclusions of this Policy.

**A9 - Storage of explosives exclusion**

It is understood and agreed that the indemnity provided under this policy including any extensions or endorsements will not apply to or include liability arising from

1. the cost of digging out and/or removing/replacing any cement or concrete supplied by the Insured
2. any claim for rebuilding cost including any loss or expenses consequent upon rebuilding which is due to the failure of cement or concrete to fulfil the purpose for which it was supplied

Subject otherwise to the terms, conditions and exclusions of this Policy

**A10 - Contractors insurances condition**

It is a condition precedent to liability under this policy that all sub-contractors engaged by the Insured hold Employers Liability and Public Liability policies providing the following :-

1. Employers liability - indemnity limit of not less than €13,000,000 any one occurrence
2. Public liability - indemnity limit of not less than €6,500,000 any one occurrence
3. An indemnity to principal to the Insured as principal

Subject otherwise to the terms, conditions and exclusions of this Policy

**A11 - Use of Explosives warranty**

It is a warranty of this Policy that all explosive works are to be carried out by either Irish Industrial Explosives or Exsol Ltd and that these companies are insured for limits of indemnity not less than the limits specified in the policy schedule and these insurance have been checked by the insured and a copy of same kept on file.

Subject otherwise to the terms, conditions and exclusions of this Policy

**A12 - Blasting Condition**

It is a condition precedent to liability that this policy excludes horizontal/ vertical blasting where they are undertaken simultaneously.

Subject otherwise to the terms, conditions and exclusions of this Policy

**A13 – Amendment of Depth Limit**

It is understood and agreed that General Exclusion 2. a) is amended to read as follows :-  
'any work carried out at a depth greater than 5 metres below ground level'

Subject otherwise to the terms, conditions and exclusions of this Policy

**A14 - New connections endorsement**

It is understood and agreed that the indemnity provided under this Policy is extended to include new house connections that solely involves connecting householders water pipe into the existing group water scheme. However, the indemnity provided by this Policy excludes all liability arising from the laying of new pipes to the house or any extension of the existing group water scheme.

Subject otherwise to the terms, conditions and exclusions of this Policy.

**A16 - Road Opening Endorsement**

It is understood and agreed that an indemnity is provided on this policy to 'All Road Authorities in Ireland and the National Road Authority / Transport Infrastructure Ireland' in respect of carrying out Road Openings/Excavations on Public Roads.

Subject otherwise to the Terms, Conditions and Exclusions of this Policy

**P1 - Excluding Premises Risk**

It is understood and agreed that the indemnity provided under Section 2 Public Liability of this policy excludes all liability in respect of the Insured's premises.

Subject otherwise to the terms, conditions and exclusions of this Policy.

**P2 - Excluding Premises Risk (except sites being worked on)**

It is understood and agreed that the indemnity provided under Section 2 Public Liability excludes all liability in respect of development sites or potential development sites of the Insured except those sites currently being worked on.

Subject otherwise to the terms, conditions and exclusions of this Policy.



### **P3 - Heat Application Conditions**

It is understood and agreed that Exclusion 3 of "General Exclusions" is deleted and it is now a Condition Precedent To Liability that the following precautions are complied with on each occasion there is application of heat involving a naked flame, open heat source or hot air paint stripper away from the Insured's premises :-

- a) the area of the work will be cleared of combustible material for a safe distance from or beneath the place where such work is being carried out. A safe distance shall not be less than 10 metres when welding or cutting operations are carried out. Where such precautions are impractical, such material will be covered with non-combustible blankets or screens. Combustible parts of the premises will be similarly protected;
- b) at least one water (with a capacity of more than 8 litres), dry powder (with a weight of more than 1.2kg) or other fire extinguisher, of an equivalent rating of a type suitable for the combustible material and the premises, will be kept immediately adjacent to the area of work. This extinguisher should be in full working order and be available for immediate use;
- c) equipment will be lit for a short a time as possible before use and extinguished immediately after use;
- d) equipment which is lit or switched on will not be left unattended;
- e) a thorough examination for any signs of combustion will be made within and/or below the area in which the work has been undertaken an hour after the termination of each period of work;

Subject otherwise to the terms, conditions and exclusions of this Policy.

### **P4 - Pyrite Exclusion**

It is understood and agreed that the indemnity provided under Section 2 Public Liability and Section 3 Products Liability shall Exclude all liability:

- a) in respect of damage to property arising directly or indirectly or caused by or alleged to be caused by or contributed to in whole or in part by or arising out of the sale and/or supply and/or distribution and/or installation of any products or materials containing or alleged to contain any form of pyrite, iron sulphite or any other contaminated infill material;
- b) to pay claimants' or the Insured's legal costs and expenses or any other costs and expenses howsoever incurred in the investigation, defence and/or settlement of any claim or in respect of any other inquiry, enforcement action or proceedings in which the Insured may be involved in relation to the foregoing;

Subject otherwise to the terms, conditions and exclusions of this Policy.

**P5 - Bog Slide Exclusion**

It is understood and agreed that the Company shall not be liable for the Insured's legal liability arising out of or in connection with :-

1. Bog Slide
2. Peat Slide
3. Bog Burst
4. Any event similar to 1,2 or 3 above

**Definitions**

Bog Slide means shear failure and sliding of blanket bog

Peat Slide means shear failure and peat-mineral interface in blanket bog

Bog Burst means flow failure of raised bog

Subject otherwise to the terms, conditions and exclusions of this Policy

**P6 - Excluding goods on hook**

It is understood and agreed that the indemnity provided under this policy excludes all liability arising from damage to or loss of goods on hook. Goods on hook being defined as goods being carried, moved or lifted by crane.

Subject otherwise to the terms, conditions and exclusions of this Policy

**P7 - Burning of debris exclusion**

It is understood and agreed that this Policy does not indemnify the Insured for liability arising out of or in connection with the burning of debris.

Subject otherwise to the Terms, Conditions and Exclusions of this Policy

**P8 - Reinstatement of data exclusion**

It is understood and agreed that this Policy does not provide any indemnity for :

- a) the cost incurred in the reinstatement of any computer data or other computer systems records;
- b) any expenses in connection with the production of information to be recorded in computer systems records;
- c) the value to the owner of the information contained in the computer systems records;
- d) consequential loss or damage of any kind or description arising out of the loss or damage to computer data/computer systems records;

Subject otherwise to the Terms, Conditions and Exclusions of this Policy.

### **P9 - Rip and Tear Exclusion**

It is understood and agreed that the indemnity provided under this policy including any extensions or endorsements will not apply to or include liability arising from

1. the cost of digging out and/or removing/replacing any cement or concrete supplied by the Insured
2. any claim for rebuilding cost including any loss or expenses consequent upon rebuilding which is due to the failure of cement or concrete to fulfil the purpose for which it was supplied

Subject otherwise to the terms, conditions and exclusions of this Policy

### **P11 - Pump house property cover**

It is understood and agreed that the indemnity provided under Section 2 Public Liability excludes all liability in respect of the Insured's own property other than pump houses used solely for the purposes of the Group Water Scheme covered hereunder. Furthermore, it is noted that all liability is excluded under this Policy in respect of reservoirs owned or operated by the Insured, except concrete structured reservoirs.

Subject otherwise to the terms, conditions and exclusions of this Policy.

### **P13 - Skip Hire Endorsement**

It is understood and agreed that where the Insured hires out a skip(s) that:-

- a) all skips supplied by the Assured are fitted with reflective strips
- b) all skips must have the owners name and telephone number on the sides
- c) all skips must be covered with safety nets before being removed from site
- d) all waste is disposed of at designated Council Dumps and/or at designated recycling centres

Subject otherwise to the Terms Conditions and Exclusions of this Document.

### **E1 - Excluding Directors**

It is understood and agreed that the indemnity provided under Section 1 Employers Liability of this policy excludes all liability in respect of any claim arising in connection with Bodily Injury to any Director of the Insured.

Subject otherwise to the terms, conditions and exclusions of this Policy.

### **E2 - Excluding felting/tiling of roofs**

It is understood and agreed that Section 1 Employers Liability of this policy excludes any liability arising from the felting, lathing, slating/ tiling of roofs, measuring of roofs for slates/tiles and/or felt and/or any ancillary work in connection with roofing.

Subject otherwise to the terms, conditions and exclusions of this Policy.