

# Commercial Liability Policy Wording

This Policy is arranged and administered by:

Capital Insurance Markets,  
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Howley Square,  
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Galway.

Tel: (091) 353411

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



This Policy is underwritten by:

Allianz plc, Allianz House, Elm Park, Merrion Rd.,  
Dublin 4. D04 Y6Y6

Website: [www.allianz.ie](http://www.allianz.ie)

Contact telephone number: 01 613 3000



Allianz plc is regulated by the Central Bank of Ireland.

Arachas Corporate Brokers Limited trading as Capital Insurance Markets is authorised by the Central Bank of Ireland as an insurance intermediary and administers insurance policies on behalf of the respective Insurers who provide the cover

Allianz plc and Capital Insurance Markets are subject to the Consumer Protection Code 2025 (as amended), the Minimum Competency Regulations 2017 and the Consumer Insurance Contracts Act 2019. These Codes, Regulations and Act offer protection to Consumers and can be found on the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie)

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# Contract of Insurance

## Your Policy and Schedule

This is your Commercial Liability Insurance Policy containing full details of the insurance being provided. The Schedule contains particulars relating 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.

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

The Third EU Non-Life Directive and relevant Consumer regulations/legislation require us to provide you with the following information:

## Your Commercial Liability Insurance Policy

Your contract is made up of the Proposal Form/Statement of Fact, this booklet and the Schedule. These are legal documents, please keep them in a safe place.

The contract with Us is based on information provided by or on behalf of the Insured including but not limited to:

- information provided in any proposal, or otherwise in response to specific questions asked by or on behalf of the Insurer;
- information provided and recorded in any Statement of Facts issued to the Insured;
- any declarations made by or on behalf of the Insured; and/or
- any additional information voluntarily provided.

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

Allianz plc (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.

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 language for contractual terms and communications will be English.

**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 Insured, are free to choose the law applicable to the contract. We choose the law of the Republic of Ireland.

**Our Promise to you**

We 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 on the following number 091 353411 and comply with the claims conditions set out in this Policy.

**Complaints**

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

Complaints Department,  
Arachas Corporate Brokers Limited,  
9 Eastgate Avenue,  
Eastgate Business Park  
Little Island,  
Cork  
or [complaints@arachas.ie](mailto:complaints@arachas.ie)

Capital Insurance Markets will:

- do our best to resolve your complaint as effectively and quickly as possible;
- acknowledge your complaint in writing within five (5) working days of receiving it, and • attempt to investigate and resolve your complaint within 40 working days of receiving it.

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 your complaint has not been resolved after forty (40) working days, you can contact the Financial Services and Pensions Ombudsman (details below) or if you remain dissatisfied you may refer your complaint to the Financial Services Ombudsman at [info@fspo.ie](mailto:info@fspo.ie) - Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Ireland. Tel: +353 1 567 7000

**Insurance Compensation Fund**

In the unlikely event that Allianz plc cannot meet its obligations, you may be entitled to compensation from the Insurance Compensation Fund. Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website:

<https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvencyii/insurance-compensation-fund>

Signed:



John Ryan

For and on behalf of Allianz plc.

## 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. Also referred to as You, Your.
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. *Geographical Limits* means the Republic of 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 a condition precedent under the Policy and entitles the Company to review whether or not indemnity should be provided and if so, to what extent.
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 Insured, 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 Geographical Limits.**

- 20. *Damages*** means compensation awarded by a court of law operating within the Geographical 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, Insurer, We, Us, Our*** means Allianz plc
- 26. *Road Traffic Act*** means the Road Traffic Acts 1961 to 2018 or such analogous legislation in force within the Geographical 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.

**33.** *Proposal form/Statement of Fact* means the form(s) signed or accepted by the Insured (or on the Insured's behalf by another party) when applying for insurance cover and which contains information relied upon by the Insurer as the basis of the Contract of Insurance. It may include a written summary of the facts based on oral and/or written declarations made by the Insured (or on the Insured's behalf by another party) when applying for cover. We have relied on the truth of this information when agreeing to offer you this Contract of Insurance.

**34.** *Policy Document* means the booklet which sets out details of the cover, including all the standard terms, conditions, exclusions, endorsements which apply, and which is a constituent part of the Contract of Insurance.

## **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

1. against legal liability for any damages in respect of Bodily Injury to any Employee within the Geographical Limits, caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business.
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 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. above incurred 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 Geographical Limits of this Policy, or in respect of any order made anywhere in the world, including within the Geographical 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 and 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 if the Insured, observe fulfil and be subject to the terms Exclusions, Conditions and Endorsements 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, Conditions and Endorsements 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, Conditions and Endorsements 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 Geographical 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 Geographical 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 Geographical 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 undermentioned 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 Geographical 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. above, which 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. above, incurred 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 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 ;
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 Geographical Limits of this policy or in respect of any order made anywhere in the world, including within the Geographical 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 Geographical 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 Geographical 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, Conditions and Endorsements 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 Geographical 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 Geographical Limits.

- 2. Aircraft, aerial device, aero spatial 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 or damage to or interference with amenities, which is intentional or necessarily incidental to the carrying out of the work.

#### **13. Offshore**

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 Geographical 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. 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 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;
- 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 Geographical limits of this policy, or in respect of any order made anywhere in the world, including within the Geographical 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, aero spatial, 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 or 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, Proposal Form/Statement of Fact, 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.

### **Duty to Comply with Policy Conditions**

- (a) The Insured must comply with the terms, limitations, Exceptions, Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured, to include the Insured cooperating with the Insurer in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner.
- (b) Other than where expressly provided in this Policy, compliance by the Insured with the terms, limitations, Exceptions, Conditions and Endorsements of this Policy shall be a condition precedent to any liability of the Insurer to make any payment under the Policy.
- (c) Breach of any notification-related term or Condition will entitle the Insurer to refuse payment of a claim where the Insurer was prejudiced by the breach of the notification-related term or Condition in question.

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

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

### **4. Geographical Limits**

The Geographical Limits under this policy are the Republic of Ireland.

### **5. 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.

### **6. Jurisdiction**

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

## **7. 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.

## **8. 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.

## **9. 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.

## **10. Cancellation**

This Policy may be cancelled:

### **By the Insurer**

We may cancel this Policy by giving fourteen (14) days written notice to You at Your last known address and to Your Insurance Broker. We will only do this for a valid reason, which we will provide, for example:

- Failure to pay the premium; or
- Non-cooperation or failure to supply information or documentation upon request; or
- A change in risk occurring such that We are no longer able to provide You with insurance cover.

We will not impose any financial charge on You where the contract of insurance is cancelled by Us.

If this Policy is cancelled by Us then, provided You have not made a claim, We will refund the premium You have paid to Us, to You via your insurance broker less the amount of premium, which relates to the time period for which You have been covered under this Policy.

## **By the Insured**

### **a) Cooling-Off Period**

The Insured may cancel this insurance within the Cooling-Off Period, which is fourteen (14) days from the commencement of the Period of Insurance specified in the insurance Schedule, effective from the date of receipt by Us or our agent of the cancellation request in writing.

Provided no incident(s) giving rise to a claim occurred during the Cooling-Off Period, the premium You have paid to the Insurer in full via Your broker will be returned and no administration charge will be levied or deducted by Us.

### **b) Outside of Cooling Off Period**

The policy may be cancelled by the Insured, but such instruction will only be effective from the date of receipt by Us or our agent of the cancellation request in writing.

We will return to You a proportionate part of the premium paid in respect of the unexpired term of the Policy subject to the following:

No refund will be allowed if any incident giving rise to a claim occurred during the Period of Insurance.

It is a condition of cover under this policy that the premium has been paid. No refund will be allowed if the premium for the Period of Insurance has not been paid to Us.

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

Any cancellation by either the Insurer or the Insured shall be without prejudice to any rights or claims arising prior to the expiration of such notice of cancellation.

## **11. 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 twelve (12) calendar months from the date of disclaimer of the liability shall be deemed to have been abandoned.

## **12. 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.

## **13. 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 Geographical Limit areas, 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.

## **14. Claims Conditions**

## **Consumer Insurance Contracts Act 2019**

Claims are dealt with in accordance with the Central Bank of Ireland Consumer Protection Code 2025.

Also noteworthy, is the relatively recently introduced Consumer Insurance Contracts Act 2019- where it applies to You and Your policy, the following will also apply:

- We have a duty to handle claims promptly and fairly, notify You of a third-party claim as soon as possible and inform You when a claim is settled or closed. We will continue to process claims quickly and fairly and to keep You informed throughout the process.
- The Act reminds You of Your duty to report claims within a reasonable time and requires You to respond to reasonable requests for information in an honest and reasonably careful manner.
- We will also disclose any information of which We become aware that supports or prejudices the validity of Your claim and likewise there is a duty on You to disclose such information to Us.
  - Where a claim contains information that is false or misleading and You (the Insured) know, or You consciously disregard whether it is false or misleading, We may refuse to pay the claim and We may cancel the contract of insurance.
- The Act also allows third parties to make a claim directly against Your insurance policy where -
  - a) the person insured under a contract of insurance has died, cannot be found or is insolvent and
  - b) where the person insured under a contract of insurance lacks capacity or fails or refuses to communicate with the third party who suffered injury or loss.

### **1. Notice of Claims**

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.

### **2. Co-Operation**

The Insured has a duty to cooperate with the Insurer in the investigation of a claim, including responding to requests for information in an honest and reasonable manner.

The Insured must not do anything to harm the Insurer's interests and must assist the Insurer, or anyone acting on the Insurer's behalf, in every way reasonably possible in relation to any claim under this Contract of Insurance, including providing all necessary documents and attending court to give evidence.

### **3. Control of Claims**

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.

While the Insurer has the right to make the final determination in relation to coverage or handling of the whole or part of any claim, the Insurer will engage with the Insured during its investigation of the claim and give the Insured the opportunity to submit to the Insurer any relevant evidence which could inform the Insurer's determination as regards the claim. However, the Insurer shall have full power to settle any claim or part thereof and in the event of any dispute between the Insurer and the Insured Person such settlement shall have the effect for all purposes as if it were made with the concurrence of the Insured Person notwithstanding that such settlement may be made without admission of liability.

### **4. Discharge of Liability**

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.

### **5. Fraudulent Claims**

If You, or anyone acting for You, makes a claim which is fraudulent and/or intentionally exaggerated and/or where We have been given any documents which are false or stolen, We have the right to: a) refuse to pay the claim.

b) terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted, without return of any premium.

Should We terminate the policy We shall refuse all liability to You for any claim made after the submission of the Fraudulent Claim, but We cannot refuse any valid claim made before submission of the Fraudulent Claim.

### **6. Subrogation**

If We become liable for any payment for a loss arising under this Policy, We shall be subrogated, to the extent of such payment, to all of Your rights and remedies against any party for such loss and We shall be entitled, at Our own expense, to sue in Your name. You shall give Us all such assistance in Your power as We may reasonably require to secure Our rights and remedies, either before or after any payment under this Policy.

This refers and applies to any right We have to be subrogated to Your rights against some other person but You have not exercised those rights and might reasonably be expected not to exercise those rights because:

I. You and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998) or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010); or

II. You expressly or impliedly consented to the use, by the other person, of a motor vehicle insured under Your Policy:

- a) Where the other person is not insured in respect of their liability to You, We do not have the right to be subrogated to Your rights against that other person.
- b) Where the other person is so insured, We may not recover from the other person an amount greater than the amount that they may recover under their insurance policy.
- c) This does not apply where the conduct of the other person that gave rise to the loss was serious or wilful misconduct.
- d) If You are an employer, we will not exercise Our right of subrogation against an employee except where a loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

### **7. 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.

### **8. 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 Geographical Limits.

### **9. 5 years premium and 5 years claims information document**

Under the Consumer Insurance Contracts Act 2019, as part of the renewal process, an Insurer must provide the Insured with a list of any claims against the policy over the previous five (5) years (or less, where the policy has not been in force for five (5) years).

As part of the renewal process, details of Your previous five (5) years premium will also be provided (or less, where the policy has not been in force for five (5) years), or an annualised version of the premium if changes were made to the policy within any year)

### **10. Continuing Restrictive Conditions**

- a) Anything in the Policy that imposes a continuing restrictive condition, (such as a condition precedent, general condition, warranty), during the term of the Policy shall be treated as a suspensive condition. This means that if any such condition is breached, Our liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it can be) and We may decline to pay a claim for any loss which occurs, or which is attributable to something which happened, during that period.
- b) Paragraph (a) does not suspend Our liability for any loss where the risk of that loss was not increased by the breach.

Breach of terms not relevant to the actual loss

- a) This applies to any term in the Policy that is intended to reduce the risk of a particular type of loss or reduce the risk of loss occurring at a particular time or in a particular location.

b) A breach of such a term shall only suspend Our liability in respect of that particular type of loss or loss occurring at a particular time or in a particular location, as the case may be, and shall not provide us with a defence to a claim if the breach was remedied by the time the loss or event giving rise to the loss occurred.

#### **11. Misrepresentation**

a) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by You involves a negligent misrepresentation, the remedy available to Us shall reflect what We would have done had We been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:

i) if We would not have entered into the Policy on any terms, We may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid; ii) if We would have entered into the Policy, but on different terms (excluding terms relating to the premium), the Policy is to be treated as if it had been entered into on those different terms if, We so require; iii) if We would have entered into the Policy, but would have charged a higher premium, We may reduce proportionately the amount paid on a claim;

b) Where a claim is made under the Policy and where an answer by You involves a fraudulent misrepresentation or where any conduct by You involves fraud or any other kind, We shall be entitled to avoid the Policy.

c) Where misrepresentation occurs but no claims are outstanding under the policy, We may:

i) give notice to You that in the event of a claim We will exercise the remedies in paragraphs i) to iii) above or ii) terminate the contract.

#### **12. Right of Recovery**

The Insurer reserves the right to recover from the Insured all sums paid by the Insurer because of the requirements of any law if the Insurer would not have been liable for those payments according to the terms and conditions of this Policy.

## **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 Geographical 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 been 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 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 subcontractors 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**

This Policy excludes all liability arising from the storage of explosives.

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 insurances 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 a householder's 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 on 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 as 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.