

Combined Liability Policy Wording

AIG Europe Limited ("the Company") will indemnify the *Insured* for the Insurance hereinafter contained whilst carrying on the *Business* described in the Schedule. The *Insured* has paid or agreed to pay the premium as consideration for this Insurance and the proposal and declaration signed by the *Insured* shall be the basis of this contract and are deemed to be incorporated herein. The premium shall include any adjusted premium in accordance with Condition 12 of the Policy.

Insuring Agreement

Limits of Indemnity

The liability of the Company under this Policy for all damages payable to any claimant or any number of claimants in respect of or arising out of one *Occurrence* or in respect of or arising out of all *Occurrences* of a series consequent on or attributable to one source or original cause shall not exceed the amount(s) specified as the Limits of Indemnity in the Schedule

Section 1 – Employers Liability

It is agreed that if any *Employee* shall while employed within the *Territorial Limits* of the Policy sustain *Bodily Injury* caused during the Period of Insurance and arising out of and in the course of their employment by the *Insured* in the *Business* the Company will subject to the terms exceptions limits and conditions contained herein or endorsed hereon

- (A) indemnify the *Insured* against legal liability for damages and claimant's costs and expenses in respect of such *Bodily Injury* other than liability attaching by virtue of a contract or agreement which would not have attached in the absence of such contract or agreement except as provided in (B) below
- (B) where any contract or agreement entered into by the *Insured* with any public authority local authority company firm individual or other party (hereinafter called "the Principal") so requires
 1. indemnify the *Insured* against liability arising in connection with and assumed by the *Insured* by virtue of such contract or agreement
 2. indemnify the Principal in like manner to the *Insured* in respect of the Principal's liability arising from the performance of such contract or agreement but only so far as concerns liability as described in this Policy to an *Employee* of the *Insured* provided that
 - (i) the *Insured* shall have arranged with the Principal for the conduct and control of all claims to be vested in the Company
 - (ii) the Principal shall as though they were the *Insured* observe fulfil and be subject to the terms exceptions limits and conditions of this Policy in so far as they can apply

The Company will also

1. pay all costs and expenses incurred with its written consent in respect of a claim against the *Insured* for damages and claimants costs and expenses to which the indemnity expressed in this Section applies
2. pay the solicitor's fee incurred with its written consent for representation of the *Insured* at proceedings in any court of summary jurisdiction arising out of any alleged breach of a statutory duty resulting in *Bodily Injury* which may be the subject of indemnity under this Section

Such costs and expenses shall be included within the Limit of Indemnity as stated in the Schedule or endorsed hereon

Section 2 – Public Liability

The Company will subject to the terms exceptions limits and conditions contained herein or endorsed hereon indemnify the *Insured* against

1. all sums which the *Insured* becomes legally liable to pay as damages in respect of
 - (i) accidental *Bodily Injury* to any person (other than an *Employee* as within defined)
 - (ii) accidental *Damage to Property* occurring within the *Territorial Limits* during the Period of Insurance and happening in connection with the *Business*
2. all costs and expenses
 - (i) recovered by any claimant against the *Insured*
 - (ii) incurred with the written consent of the Company in respect of a claim against the *Insured* for damages to which the indemnity expressed in this Section applies
 Such costs and expenses shall be in addition to the Limits of Indemnity stated in the Schedule or endorsed hereon

Section 3 – Products Liability

The Company will subject to the terms exceptions limits and conditions contained herein or endorsed hereon indemnify the *Insured* against

1. all sums which the *Insured* becomes legally liable to pay as damages in respect of
 - (i) accidental *Bodily Injury* to any person (other than an *Employee* as within defined)
 - (ii) accidental *Damage to Property*

AIG Europe Limited is authorised and regulated by the Financial Services Authority of the United Kingdom, and is regulated by the Central Bank of Ireland for conduct of business rules.

Casualty – Combined Liability

occurring within the *Territorial Limits* during the Period of Insurance and caused by *Products* sold or supplied by the *Insured* in connection with the *Business* from within Ireland Northern Ireland Great Britain the Channel Islands or the Isle of Man

- 2 all costs and expenses
- (i) recovered by any claimant against the *Insured*
 - (ii) incurred with the written consent of the Company in respect of a claim against the *Insured* for damages to which the indemnity expressed in this Section applies
- Such costs and expenses shall be in addition to the Limits of Indemnity stated in the Schedule or endorsed hereon

Exceptions to the Policy

Notes:

The undernoted Exceptions apply only to the Sections of the Policy as specified;

SECTION 1 - EMPLOYERS LIABILITY

Exceptions 1, 2, 3 & 13(A)

SECTION 2 - PUBLIC LIABILITY

Exceptions 1, 2, 3, 4, 5, 6, 7, 8, 9 & 13(B)

SECTION 3 - PRODUCTS LIABILITY

Exceptions 1, 3, 4, 5, 7, 10, 11,12 & 13(B)

The Indemnity expressed in this Policy shall not apply to liability

1. of whatsoever nature directly or indirectly caused by or contributed to or arising from or as a result of or in connection with
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - (iii) any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
 - (iv) *Terrorism* including but not limited to any contemporaneous or ensuing Bodily Injury or Property Damage caused by fire looting or theft. *Terrorism* shall also include any act which is verified or recognised as an act of terrorism by the

- government of any territory or country in which this Policy operates or applies.
2. for which compulsory insurance cover or security is required under any Road Traffic Act legislation
3. arising in connection with work on *Offshore* installations or transit thereto or therefrom
4. in respect of *Bodily Injury* sustained by any *Employee* of the *Insured* and arising out of and in the course of such person's employment or service with the *Insured*
5. assumed by the *Insured* by any contract or agreement and which would not have attached in the absence of any such contract or agreement
6. in respect of the costs of making good defective workmanship or defective materials or arising out of the consequences of defective workmanship or defective materials other than the *Insured's* legal liability as expressed in the Policy in respect of accidental *Bodily Injury* or *Damage to Property* resulting from such defective workmanship or defective materials
7. in respect of a deliberate wilful act or omission of the *Insured* or any Director Partner or *Employee* of the *Insured* and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
8. in respect of *Damage to Property*
 - (i) belonging to the *Insured*
 - (ii) held in trust by or in the charge or under the control of the *Insured* or any *Employee* of the *Insured*
 - (iii) being that part of any *Property* on which the *Insured* or any *Employee* of the *Insured* is or has been working if that *Damage* results directly from such work
 - (iv) caused by vibration or by the removal or weakening of support to any land property building or any liability arising in consequence of such *Damage*
9. in respect of *Bodily Injury* to any person and/or *Damage to Property* caused by or in connection with or arising from
 - (i) the ownership or possession or use by or on behalf of the *Insured* of any mechanically propelled vehicle and/or trailer or water or airborne vessel or craft or the loading or unloading thereof or the delivery or collection of goods in connection with such ownership or possession or use but this exception shall not operate in respect of liability for *Bodily Injury* or *Damage* occasioned beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to or the removal of a load from any vehicle and/or trailer owned by or under the control of the *Insured*
 - (ii) any passenger lift elevator or escalator owned by the *Insured* or for the maintenance of which the *Insured* is responsible
 - (iii) an accident to any vessel or craft in consequence of the condition or unsuitability of any berth docking or mooring
 - (iv) remedial or professional or other advice or treatment (other than medical first-aid treatment)

Casualty – Combined Liability

given by or on behalf of the Insured for a fee or omitted by the *Insured* or by any *Employee* of the *Insured*

- (v) any *Products* that have ceased to be in the possession or under the control of the *Insured* but this exception shall not apply to food or beverages served for consumption on any of the *Insured's* premises to which this Policy applies
- (vi) libel or slander or infringement of plans copyright patent trade name trade mark or registered design
- (vii) (a) pollution or contamination of air water or soil within the territories of the United States of America or Canada
 - (b) pollution or contamination of air water or soil outside the territories of the United States of America or Canada but this exception (b) will not apply
 - (i) if it can be demonstrably proved to have been caused by an immediate sudden and unforeseen discharge consequent upon an accident or
 - (ii) if due to defective drains sewers or sanitary arrangements

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

The liability of the Company for damages payable in respect of all claims arising out of pollution or contamination which is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity as stated in the Schedule in respect of any one *Occurrence* and in the aggregate in any one Period of Insurance

- (viii) the bursting of any pressure part of
 - (a) any steam boiler or any economiser
 - (b) any vessel or apparatus (other than any steam turbine or engine or other steam driven machinery) intended to operate under steam pressure belonging to or under the control of the *Insured* or any *Employee* of the *Insured*

in respect of

- 10. (i) *Products* obtained on terms which prevent the *Insured* exercising the rights of recovery against their supplier or any other party
- (ii) the design plan formula specification of the *Products* or information advice or instruction given solely for a fee on their use characteristics storage or application
- (iii) the cost of removing repairing rectifying or replacing any *Products* sold supplied repaired altered serviced tested or treated by or to the order of the *Insured*
- 11. *Damage to Property* caused by or arising from the failure of any *Products* to perform their intended function
- 12. *Bodily Injury* or *Damage to Property* caused by any of the *Insured's Products* which with the *Insured's* knowledge are incorporated into any aircraft aerial device hovercraft or watercraft
- 13. Asbestos exposures as detailed in (A) and (B) below

- (A) - This applies only to Section 1 of the Policy (Employers Liability) 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 manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal of, distribution of asbestos products, asbestos fibres or asbestos dust, or property or materials containing any of the foregoing, including without limitation all liability 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 against the *Insured* or in respect of any other inquest, inquiry, enforcement action, or proceedings in which the *Insured* may be involved in relation to any of the foregoing.

This exception however will not apply in circumstances where compulsory insurance of liability to employees is a provision of any law or legislation and for which cover is provided by this Policy.

- (B) - This applies only to Sections 2 and 3 of the Policy (Public and/or Products Liability) 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 manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal of, distribution of, existence of or exposure to asbestos products, asbestos fibres or asbestos dust, or property or materials containing any of the foregoing, including without limitation all liability 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 against the *Insured* or in respect of any other inquest, inquiry, enforcement action, or proceedings in which the *Insured* may be involved in relation to any of the foregoing.

Policy Definitions

Bodily Injury shall mean accidental bodily injury including death illness or disease. It shall include but not by way of limitation mental injury anguish and shock

Business shall mean that as detailed in the Schedule or as endorsed hereon and shall include

- (A) The provision and management of Canteen Social Sports or Welfare Organisations for the benefit of *Employees*
- (B) The provision of First-Aid Fire or Ambulance Services
- (C) Private work carried out by any *Employee* for the *Insured* or for any Director or Partner of the *Insured*

Damage shall mean physical damage including physical loss nuisance trespass or obstruction

Casualty – Combined Liability

Employee shall mean

- (A) Any persons under a contract of service or apprenticeship with the *Insured*
- (B) Any labour master and persons supplied by such persons
- (C) Any persons employed by labour only subcontractors
- (D) Any self employed persons working under the supervision of the *Insured*
- (E) Any persons hired or on loan from any public authority local authority company firm or individual
- (F) Any persons gaining work experience

Whilst engaged by the *Insured* in connection with the *Business* and normally domiciled within the *Territorial Limits* of the Policy

Insured shall mean that as detailed in the Schedule or as endorsed hereon and shall include

- (A) Any Director Partner or *Employee* of the *Insured* in respect of liability for which the *Insured* would have been entitled to indemnity under this Policy if the claim had been made against the *Insured*
- (B) Any Officer Member or Committee of the *Insured's* Canteen Social Sports or Welfare Organisations First-Aid (other than a qualified medical practitioner) Fire or Ambulance Service in their respective capacity as such
- (C) In the event of the death of the *Insured* any personal representative of the *Insured* in respect of liability incurred by the *Insured*

Occurrence(s) shall mean an event including continuous or repeated exposure to substantially the same harmful conditions which results in *Bodily Injury* or *Property Damage*

Offshore shall mean embarkation on to a conveyance (whether it be airborne or waterborne) for transportation to an Offshore structure or vessel until disembarkation from the conveyance on to land upon return from the said Offshore structure or vessel

Products shall mean any goods or products (after they have ceased to be in the possession or under the control of the *Insured*) manufactured constructed installed repaired serviced treated sold supplied or distributed by the *Insured* in connection with the *Business* including any container thereof or instructions provided therewith

Property shall mean material or tangible property

Territorial Limits shall mean

for Section 1 of the Policy (Employers Liability) ;

Anywhere in or temporarily outside the Republic of Ireland Northern Ireland Great Britain the Isle of Man or the Channel Islands provided always that the Company shall not be liable in respect of any action for damages brought against the *Insured* in a court of law outside the Republic of Ireland Northern Ireland Great Britain the Isle of Man or the Channel Islands

for Section 2 of the Policy (Public Liability) ;

Anywhere in the territories comprising of the European Union and elsewhere in the world in respect of *Business*

journeys undertaken in connection with the *Business* of the *Insured* by non-manual *Employees* normally domiciled within the territories comprising of the European Union provided always that

- (A) the *Insured* does not temporarily or permanently own or occupy any premises elsewhere than within the territories comprising of the European Union
- (B) the Company shall not be liable in respect of any action for damages brought against the *Insured* in a court of law outside those territories comprising of the European Union

for Section 3 of the Policy (Products Liability) ;

Anywhere in the world provided always that

- (A) the *Insured* does not temporarily or permanently own or occupy any premises elsewhere than within the territories comprising of the European Union
- (B) the Company shall not be liable in respect of any action for damages brought against the *Insured* in a court of law outside those territories comprising of the European Union

Terrorism shall mean the use or threatened use of force or violence against person or property or commission of an act dangerous to human life or property or commission of an act that interferes with or disrupts an electronic or communication system undertaken by any person or group whether or not acting on behalf of or in connection with any organisation government power authority or military force when the effect or the intended effect is to intimidate coerce or harm a government the civilian population or any segment thereof or to disrupt any segment of the economy.

Endorsements to the Policy

Note:

The only Endorsements that operate are those referred to by number in the Schedule of the Policy and are subject otherwise to the terms exceptions limits and conditions contained therein

COM 1 EXCESS (EACH AND EVERY OCCURRENCE)

The *Insured* shall be responsible for the first amount as stated in the Schedule of any *Occurrence* in respect of which indemnity is provided by this Policy. The *Insured* shall as a condition precedent to their rights to be indemnified under this Policy make a lodgement to the Company (if and when requested by the Company) of such Excess amount or any lesser expenditure as the Company may require

COM 2 EXCESS (AGGREGATE LIMIT)

It is agreed that in any one Period of Insurance the maximum amount for which the *Insured* shall be responsible in respect of all *Occurrences* shall be the amount as stated in the Schedule. The *Insured* shall as a condition precedent to their rights to be indemnified under this Policy make a lodgement to the Company (if and when requested by the Company) of such Excess amount or any lesser expenditure as the Company may require

Casualty – Combined Liability

COM 3 MINIMUM PREMIUM

The minimum premium retained by the Company in respect of this Insurance shall be the amount as stated in the Schedule

COM 4 PROPERTY REPAIRS

The indemnity as expressed in Section 1 and 2 of this Policy (if such sections are operative) shall also apply in respect of the repair or renovation of the *Insured's* own property and/or property for which the *Insured* acts as agent or factor but excluding any work of structural alteration construction or reconstruction

COM 5 CROSS LIABILITY

The words "the *Insured*" wherever they appear shall for the purpose of this Policy apply to each party described as the *Insured* in the Schedule as if a separate policy had been issued to each and the Company agrees to waive all rights of subrogation or action which it may have or acquire against any of the parties arising out of any *Occurrence* in respect of which a claim is admitted under this Policy provided that

- (1) the Company will not indemnify the *Insured* in respect of liability for which an indemnity is or would be granted under any other Employers' Liability insurance but for the existence of this Policy
- (2) the party to be indemnified is not entitled to indemnity under any other policy
- (3) the total liability of the Company shall not exceed the Limits of Indemnity as stated in the Schedule of this Policy in respect of any or all of the parties comprising the *Insured*

COM 6 WAIVER OF SUBROGATION RIGHTS

In the event of a claim arising under the Policy the Company agrees to waive any rights remedies or relief to which they might become entitled for subrogation against

- (a) any Company standing in relation of Parent to Subsidiary to the *Insured* as defined in Section 155 of the Companies Acts 1963 to 1990
- (b) any Company standing in relation of Subsidiary to Parent to the *Insured* as defined in Section 155 of the Companies Acts 1963 to 1990
- (c) any Company which is a Subsidiary of a Parent Company of which the *Insured* are themselves a Subsidiary in each case within the meaning of Section 155 of the Companies Acts 1963 to 1990

COM 7 NON ROAD TRAFFIC ACT COVER

Notwithstanding anything contained in Exception 9(i) of this Policy the indemnity shall apply in circumstances where the vehicle is not required to be licensed for road use and which is being used in circumstances which do not require insurance under the provisions of the Road Traffic Acts or any amending legislation and where cover is not afforded under any other policy

COM 8 PROPERTY IN CUSTODY OR CONTROL

Notwithstanding anything contained in Exceptions 5 and 8(ii) the indemnity as provided by Section 2 of this Policy shall apply in respect of *Damage* to

- (i) the personal effects of students or of the *Insured's* *Employees* or visitors
- (ii) buildings (including contents therein) not owned by or leased hired or rented to the *Insured* and which are temporarily occupied by the *Insured* for the purposes of cleaning maintenance alteration or repair
- (iii) buildings leased hired or rented to the *Insured* in connection with the *Business* provided that such lease hire or rental is the subject of a written contract. This indemnity will not apply in respect of *Damage* caused by fire or any other peril against which the written contract stipulates that insurance shall be effected by or on behalf of the *Insured*

COM 9 CAR PARK LIABILITY

Notwithstanding anything contained in Exception 8(ii) of this Policy the indemnity shall apply in respect of *Damage* to motor vehicles (including the contents therein) not belonging to or hired to the *Insured* whilst such vehicles are within entering or leaving the car parking area provided by the *Insured* provided always that the Company shall not be liable for *Damage* due to the movement of such vehicles by any *Employee* of the *Insured*

COM 10 VIBRATION / SUPPORTS COVER

Exception 8(iv) of this Policy shall be deleted. However the maximum liability of the Company by virtue of this endorsement in respect of *Damage* to *Property* caused by the removal or weakening of support to any land property building or any liability in consequence of such *Damage* shall be limited in respect of any one *Occurrence* and in the aggregate any one Period of Insurance to the amount as stated in the Schedule against this endorsement number

COM 11 PASSENGER LIFTS COVER

Exception 9(ii) of this Policy shall be deleted provided that such equipment is the subject of a maintenance contract or maintenance procedure as required by statutory regulations

COM 12 INDEMNITY TO PRINCIPAL

Notwithstanding anything contained to the contrary in this Policy it is agreed that the indemnity as provided by Sections 2 and 3 of this Policy will extend to indemnify any public authority local authority company firm individual or other party (hereinafter called the "Principal(s)") in respect of all sums which the Principal(s) shall become legally liable to pay in respect of accidental *Bodily Injury* or accidental *Damage* to *Property* as within defined caused by:-

- (1) Any negligence of the *Insured* or any person in the service of the *Insured* whilst engaged on work in connection with the within mentioned *Business* which the *Insured* is performing under contract with the said Principal(s)
- (2) Any defect in machinery or plant owned by the *Insured* which is being used in connection with such work provided always that:-
 - (a) the Principal(s) are not entitled to indemnity under any other policy
 - (b) the Principal(s) shall as though they were the *Insured* observe fulfil and be subject to the terms exceptions

Casualty – Combined Liability

- limits and conditions of the Policy insofar as they can apply
- (c) the Company shall have the full conduct and control of all claims in respect of which indemnity is provided by this endorsement
 - (d) the limit of the Company's liability as stated in the Limits of Indemnity shall not be increased by this endorsement and the indemnity shall apply in priority to the *Insured*

COM 13 MOTOR CONTINGENT LIABILITY EXTENSION

Notwithstanding anything contained to the contrary in Exception 9(i) of this Policy it is agreed that the Company will indemnify the *Insured* under Section 2 (Public Liability) against liability arising out of the use by any *Employee* or Director of the *Insured* of any motor vehicle not the property of nor provided by the *Insured* and being used in the course of the *Business* of the *Insured* provided always that the Company will not indemnify against liability:

- (a) in respect of *Property Damage* to any such motor vehicle or to property conveyed therein
- (b) in respect of which the *Insured* is entitled to indemnity under any other insurance
- (c) in connection with any motor vehicle while being used outside the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

So far as concerns this endorsement, the term motor vehicle is deemed to include any machinery or apparatus attached thereto

COM 14 SAFETY HEALTH AND WELFARE AT WORK ACT EXTENSION

The Company will indemnify the *Insured* in respect of the defence of any criminal proceedings brought against the *Insured* for breach or alleged breach of the Safety Health and Welfare at Work Act 1989 or amending legislation (hereinafter called "the Act"). With the Company's written consent, the indemnity will also extend to pay the reasonable costs of appeal from a Court of Summary Jurisdiction and the cost of the prosecution awarded against the *Insured* provided always that:

- (i) the prosecution relates to an offence alleged to have been committed during the Period of Insurance and in the course of the *Business* of the *Insured*
- (ii) the Company will not provide an indemnity against a prosecution which arises out of any activity or risk excluded by this Policy
- (iii) no indemnity will be provided against any claim or claims
 - (a) brought about or contributed to by any deliberate act or omission by or on behalf of the *Insured* if the result thereof could reasonably have been expected by the *Insured* having regard to the nature and circumstances of such act or omission
 - (b) for any fines or penalties imposed upon the *Insured*
 - (c) in respect of which indemnity is provided by any other insurance
 - (d) for any excess or deductible amount referred to in the Schedule

- (iv) this endorsement will not serve to increase any of the Limits of Indemnity set out in the Schedule of this *Policy*

Policy Conditions

1. **Misdescription**

This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular or fact

2. **Interpretation**

This Policy and the Schedule (which forms an integral part of this Policy) and any endorsements added to the Policy shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear

3. **Alteration**

If at any time or from time to time any change shall occur materially in any of the facts existing at the date of the proposal the *Insured* shall give immediate notice to the Company and shall pay such additional premium as the Company may require. The Policy may be voided in respect of any risk or item thereof in regard to which there is any alteration after the commencement of this Insurance unless such alteration is admitted by endorsement signed by or on behalf of the Company

4. **Precautions**

The *Insured* shall take all reasonable precautions to prevent *Bodily Injury* or *Damage* and shall exercise reasonable care that all statutory and other obligations and regulations imposed by any authority are duly observed and complied with and shall maintain the premises and all works machinery and plant in good condition and if any defect is discovered by complaints or otherwise the *Insured* shall take immediate steps to remedy same and in the meantime shall cause such temporary precautions to be taken as the circumstances may require. After any *Occurrence* covered by this Policy no alteration or repair shall so far as practicable be made until the Company shall have had an opportunity of inspecting

5. **Suspension of Cover**

The Company shall at all reasonable time have free access to inspect any property and in the event of any defect or danger being apparent to the Company, the Company may give notice in writing to the *Insured* and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended until such defect or danger is altered to the satisfaction of the Company

6. **Claims Procedures**

- (a) The *Insured* shall give notice to the Company as soon as possible of any *Occurrence* likely to give rise to a claim with full particulars thereof. Every letter claim writ summons and/or process shall be notified and forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately after the *Insured* shall have knowledge of any incident prosecution or

Casualty – Combined Liability

- inquest in connection with any *Occurrence* for which there may be a liability under this Policy
- (b) No admission repudiation offer payment or indemnity shall be made or given by or on behalf of the *Insured* without the written consent of the Company which 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 and shall have full discretion in the conduct of any proceedings and in the settlement of any claim including the provision of appropriate medical rehabilitation services and the *Insured* shall give all such information and assistance as the Company may require
7. **Arbitration**
All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in the case of disagreement between the Arbitrators to the decision of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability for any claim and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not be thereafter recoverable hereunder
8. **Non-Contribution**
If at the time of the happening of any *Occurrence* covered by this Policy there is any other existing insurance whether effected by the *Insured* or not covering the same liability the Company shall not be liable to indemnify the *Insured* in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected
9. **Discharge of Liability**
The Company may at any time pay to the *Insured* the Limit of Indemnity as shown on the Schedule or as endorsed hereon (less any sum or sums paid as compensation) or any lesser amount for which any claim or claims arising from such *Occurrence* can be settled and upon such payment the Company shall be under no further liability in connection with such claim or claims
10. **Warranties**
Every warranty which is incorporated in this Policy shall from the time the warranty attaches apply and continue to be in force during the whole currency of the Policy and non-compliance with such warranty whether it increases the risk or not shall be a bar to any claim hereunder. Provided that whenever this Policy is renewed a claim in respect of such risk occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period
11. **Cancellation**
The Company may cancel this Policy by sending thirty days notice by registered communication to the *Insured's* broker or agent at their last known address. In such event the premium shall be adjusted in accordance with Condition 12 of the Policy and any minimum premium requirement as contained in the Policy will be of no effect
12. **Adjustment of Premium**
If the first premium and all renewal premiums that may be accepted are to be regulated by any estimates furnished by the *Insured* then the *Insured* shall record and keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such records. Within one month of expiry of each Period of Insurance the *Insured* shall supply the Company with a correct account of all such particulars and information certified by the *Insured's* auditors if so required by the Company. The premium for such period will thereupon be adjusted and the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be but subject to any minimum premium requirement
13. **Observance of Terms**
The due observance and fulfilment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the *Insured* and the truth of the statements and answers in the proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy
14. **Governing Law**
This Policy shall be governed and construed in accordance with the laws of the Republic of Ireland
15. **Insurance Act (1936)**
All monies which become or may become due and payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland

Complaints Procedure

AIG Europe Limited wants to give you the best possible service. If you feel you have cause for complaint, you should contact the Casualty Manager at AIG Europe Limited, Ireland Branch.

If after such contact you remain dissatisfied, you may also write to the Customer Complaints Officer at AIG Europe Limited, AIG House, Merrion Road, Dublin 4.
Phone (01) 208 1400.

If the complaint is not resolved to your satisfaction, you should contact the General Manager, AIG Europe Limited, AIG House, Merrion Road, Dublin 4.

At any stage, you may contact any of the following:

The Irish Insurance Federation,
39 Molesworth Street, Dublin 2.
Phone: (01) 676 1820.
Fax: (01) 676 1943.

The Central Bank of Ireland,
P.O. Box 559, Dame Street, Dublin 2.
Phone: 1890 777 777.
Fax: (01) 671 6561.

The Financial Services Ombudsman's Bureau,
3rd Floor, Lincoln House,
Lincoln Place, Dublin 2.
Lo Call: 1890 88 20 90.
Phone: (01) 662 0899.
Fax: (01) 662 0890.

This insurance is underwritten by AIG Europe Limited. Registered in England and Wales. Company number: 01486260. Registered office: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom.

AIG Europe Limited, Ireland Branch has its registered branch office at AIG House, Merrion Road, Dublin 4, Ireland. Branch registration number 906664. Tel: +353 1 208 1400.

AIG Europe Limited is authorised and regulated by the Financial Services Authority of the United Kingdom, and is regulated by the Central Bank of Ireland for conduct of business rules.

How we use Personal Information

AIG Europe Limited is committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to you or other individuals (e.g. your dependants). By providing Personal Information you give permission for its use as described below. If you provide Personal Information about another individual, you confirm that you are authorised to provide it for use as described below.

Depending on our relationship with you, Personal Information collected may include: identification and contact information, payment card and bank account, credit reference and scoring information, sensitive information about health or medical condition, and other Personal Information provided by you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Decision-making on provision of insurance cover and payment plan eligibility
- Assistance and advice on medical and travel matters
- Management and audit of our business operations
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside your country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

To opt-out of marketing communications contact us by e-mail at: postmaster.ie@aig.com or by writing to: Customer Service Team, AIG Europe Limited, Ireland Branch, AIG House, Merrion Road, Dublin 4. If you opt-out we may still send you other important communications, e.g. communications relating to administration of your insurance policy or claim.

Sharing of Personal Information - For the above purposes Personal Information may be shared with our group companies, brokers and other distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers. Personal Information will be shared with other third parties (including government authorities) if required by law. Personal information (including details of injuries) may be recorded on claims registers (i.e., Insurance Link, and Claims and Underwriting Exchange (CUE)), and shared with other insurers. We may search these registers to detect and prevent fraud. Details on how Insurance Link operates can be found at <http://info.insurancelink.ie> and CUE at <http://www.insurancedatabases.co.uk>. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

Casualty – Combined Liability

International transfer - Due to the global nature of our business Personal Information may be transferred to parties located in other countries, including the United States and other countries with different data protection laws than in your country of residence.

Security and retention of Personal Information – Appropriate legal and security measures are used to protect Personal Information. Our service providers are also selected carefully and required to use appropriate protective measures. Personal information will be retained for the period necessary to fulfil the purposes described above.

Requests or questions - To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please e-mail: postmaster.ie@aig.com or write to Data Protection Officer, AIG Europe Limited, Ireland Branch, AIG House, Merrion Road, Dublin 4. More details about our use of Personal Information can be found in our full Privacy Policy at www.aig.ie or you may request a copy using the contact details above.