



Combined Liability Insurance (Ireland)

Allied World Assurance Company (Europe) dac

Allied World Assurance Company (Europe) dac is a private company registered in Ireland with its registered office at 3rd Floor Georges Quay Plaza, Georges Quay, Dublin 2, Ireland.

Allied World Assurance Company (Europe) dac is authorised by the Central Bank of Ireland.

Any notices to the **Insurer** must be sent to the address shown in the **Schedule**.

Interpretation

This document, the **Schedule** and any **Endorsements** are to be read together as one contract (“the **Policy**”); the **Policy** is provided on the basis of the information supplied by, or on behalf of, the **Insured** in the proposal form or otherwise. Any word with a defined meaning appears in **bold print** and its definition can be found either within the Section or **Endorsement** containing that word or in the General Definitions.

References to the singular include the plural and vice versa. The masculine includes the feminine and vice versa. A statute, statutory instrument, regulation or order includes any amendment or re-enactment of that statute, statutory instrument, regulation or order.

Observance

The **Insured** and any other persons indemnified by the **Insurer** under this **Policy** must observe the terms of this **Policy** and, to the extent that they relate to anything to be done or complied with, this observance is a condition precedent to the **Insurer’s** liability to indemnify under the relevant Section of the **Policy**.

Complaints Procedure

Allied World Assurance Company (Europe) dac is dedicated to providing every **Insured** with excellent service and is committed to handling any enquiry or complaint fairly and promptly. If an **Insured** is dissatisfied in any way with this insurance or wishes to make an enquiry, please contact either the intermediary that arranged this insurance or the Allied World Complaints Team at the address shown on the **Schedule**.

Financial Services Ombudsman

If in the opinion of the **Insured** the complaint has not been satisfactorily handled, in certain circumstances it may be possible to refer the complaint to the Financial Services Ombudsman. Contact details are set out below:

Financial Services Ombudsman
3rd Floor
Lincoln House
Lincoln Place
Dublin 2
Tel: 1890 882090 or +353 1 6620899
Fax: +353 1 6620890
enquiries@financialombudsman.ie
www.financialombudsman.ie

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SECTION 1 EMPLOYERS' LIABILITY

The insurance provided by this Section 1 will only be operative if specified as such in the **Schedule**.

The **Insurer** agrees to indemnify the **Insured** for **Damages** the **Insured** becomes legally liable to pay, including related claimant costs awarded, for **Bodily Injury** sustained by an **Employee**, arising out of and in the course of employment in the **Insured's Business**, caused during the **Period of Insurance** and within the **Territorial Limits**.

The **Insurer** agrees to pay legal costs reasonably and necessarily incurred by or on behalf of the **Insured**, with the **Insurer's** prior written consent, to settle or defend, or to recover contribution or indemnity from another party in relation to, a claim for **Damages** made against the **Insured** that might be indemnified under this Section.

Limits of Indemnity

The limits of indemnity under this Section are those shown in the **Schedule** and include all claimant costs awarded and legal costs incurred. The limits apply irrespective of the number of:

1. claims against the **Insured**; or
2. parties or entities being indemnified under this Section

arising out of an **Occurrence** that causes **Bodily Injury**.

SECTION 1 EMPLOYERS' LIABILITY EXTENSIONS

Unless otherwise stated, all terms of this **Policy** apply to the extensions of cover that follow. Payments made under any extension to this Section, including any agreed by **Endorsement**, form part of the limit of indemnity for this Section as shown in the **Schedule**; some extensions may be subject to a sub-limit as shown in the **Schedule**.

Legal Costs Extension

The **Insurer** further agrees to indemnify the **Insured** or, at the **Insured's** request, an **Employee**, partner, director or officer of the **Insured**, for legal costs reasonably and necessarily incurred with the **Insurer's** prior written consent for:

1. representation at a Coroner's Inquest or Fatal Accident Inquiry; or
2. defending proceedings brought under sections 77(1)(a) and 77(2)(a) of the Safety, Health and Welfare at Work Act 2005 or equivalent legislation; or
3. defending proceedings brought under the Defective Products Act 1991 or equivalent legislation;

provided that those legal costs are incurred in proceedings that relate to **Bodily Injury** sustained by an **Employee**, arising out of and in the course of employment in the **Insured's Business**, caused during the **Period of Insurance** and within the **Territorial Limits** and further provided that this Section might provide indemnity for **Damages** for that **Bodily Injury**.

This extension will not apply where, in the opinion of counsel (selected and instructed by the **Insurer**), there is no reasonable prospect of successfully defending the prosecution.

This extension will not apply to any legal costs incurred after the date of settlement or withdrawal of the **Damages** claim related to the proceedings.

Unsatisfied Judgments

The **Insurer** further agrees to pay, at the request of the **Insured**, that part of any award of **Damages** obtained by an **Employee** against another party, or his personal representative, that remains unpaid six months from the date of judgment, provided that:

1. the award of **Damages** is for **Bodily Injury** sustained by that **Employee**, arising out of and in the course of employment in the **Insured's Business**, caused during the **Period of Insurance** and within the **Territorial Limits**; and
2. judgment is given by a court within the **Territorial Limits**; and
3. no appeal is outstanding; and
4. all reasonable steps have been taken to enforce judgment; and
5. judgment is assigned to the **Insurer** after payment and the assignor provides all information and assistance as the **Insurer** may reasonably require; and
6. the **Insured** would have been indemnified under this Section if **Damages** had been awarded against the **Insured**.

Indemnity to Others

At the request of the **Insured**, the **Insurer** further agrees to indemnify any person listed below for any **Damages** that the person becomes legally liable to pay, for which the **Insured** would have been indemnified under this Section if the **Damages** had been awarded against the **Insured**:

1. any **Employee**, partner, director or officer of the **Insured**; or
2. any principal, for whom the **Insured** is working under a contract, where legal liability results directly and solely from the **Insured's** performance of that work and only to the extent that the indemnity is required by the terms of that contract;

provided that in either case

- a. the **Insurer** has sole conduct and control of the claim against the **Employee**, partner, director, officer or principal; and
- b. the **Employee**, partner, director, officer or principal is not entitled to indemnity under other insurance or other agreement; and
- c. the **Employee**, partner, director, officer or principal observes the terms of this **Policy** to the fullest extent possible.

The indemnity provided under paragraph 1, above, of this extension includes indemnity of any **Employee**, partner, director or officer of the **Insured** in respect of legal liability for private work done by an **Employee** for that partner, director or officer, with the consent of the **Insured**.

The **Insurer** further agrees to indemnify the personal representative of any **Employee**, partner, director or officer of the **Insured** who has died but would otherwise have been entitled, at the **Insured's** request, to indemnity under this Section.

Acquisitions

The **Insurer** further agrees to indemnify under this Section in like manner as the **Insured** any company newly created or acquired by the **Insured** for a maximum period of ninety (90) days from the date of creation or acquisition, provided that:

1. all terms of this **Policy** apply to that company as they do to the **Insured** to the fullest extent possible; and
2. the company's business activities are substantially the same as the **Insured's Business** as shown in the **Schedule** and defined within the **Policy**; and
3. the forecast for the newly created company's first year's payroll, or in the case of an acquired company, its payroll in the year immediately prior to acquisition, does not exceed ten per cent (10%) of the **Insured's** annual payroll; and

4. the **Insured** notifies the **Insurer** of this creation or acquisition and provides the **Insurer** with all relevant risk information as soon as reasonably practicable, but in any case not later than ninety (90) days from the date of creation or acquisition.

Overseas Work Extension

The **Insurer** further agrees to indemnify the **Insured** for any **Damages** the **Insured** becomes legally liable to pay, including related claimant costs awarded, for **Bodily Injury** sustained by an **Employee**, arising out of and in the course of employment in the **Insured's Business**, caused during the **Period of Insurance** and outside the **Territorial Limits**, provided that:

1. the claim for **Damages** is brought in a court within the **Territorial Limits**; and
2. the **Employee** was outside the **Territorial Limits** temporarily for a period not exceeding ninety (90) days and engaged in exclusively clerical, supervisory or managerial work in that time.

This extension will not apply to any medical or repatriation costs incurred outside the **Territorial Limits**.

SECTION 1 EMPLOYERS' LIABILITY EXCLUSIONS

Road Traffic Legislation

The **Insurer** will not indemnify any liability for **Bodily Injury** or any other loss sustained by an **Employee**, or any other person, for which compulsory motor insurance is required by the relevant road traffic legislation or other laws of the place that comprises the **Territorial Limits**.

SECTION 2 PUBLIC LIABILITY

The insurance provided by this Section 2 will only be operative if specified as such in the **Schedule**.

The **Insurer** agrees to indemnify the **Insured** for **Damages** the **Insured** becomes legally liable to pay, including related claimant costs awarded, for:

1. **Bodily Injury**; or
2. **Injury to Land**; or
3. **Personal or Advertising Injury**; or
4. **Property Damage**

occurring during the **Period of Insurance** and within the **Territorial Limits**, arising out of and in the course of the **Insured's Business**.

In addition, the **Insurer** agrees to pay legal costs reasonably and necessarily incurred by or on behalf of the **Insured**, with the **Insurer's** prior written consent, to settle or defend, or to recover contribution or indemnity from another party in relation to, a claim for **Damages** made against the **Insured** that might be indemnified under this Section.

Limits of Indemnity

The limits of indemnity under this Section are those shown in the **Schedule** and include claimant costs awarded. The limits apply irrespective of the number of:

1. claims against the **Insured**; or
2. parties or entities being indemnified under this Section

arising out of an **Occurrence** that causes **Bodily Injury, Injury to Land, Property Damage** or **Personal or Advertising Injury**.

The **Insurer's** liability under this Section to pay legal costs incurred by or on behalf of the **Insured** to settle or defend, or to recover contribution or

indemnity from another party in relation to, a claim for **Damages** made against the **Insured** will be in addition to the limits of indemnity but will be subject to the Defence Costs Apportionment condition in the General Conditions.

Notwithstanding the paragraphs above, any sub-limit of indemnity under this Section shown in the **Schedule** for **Personal or Advertising Injury** is the most the **Insurer** will pay in respect of each **Occurrence** and in the aggregate for all claims for **Personal or Advertising Injury** occurring during the **Period of Insurance**. The sub-limit of indemnity for **Personal or Advertising Injury** will be part of and not in addition to the limit of indemnity for this Section.

Where the **Insured's** liability arising out of an **Occurrence** is indemnified under this Section and another operative Section or Sections of the **Policy**, each of the Sections will apply separately provided that the total amount paid by the **Insurer** for any **Occurrence** will not exceed the greatest of the available limits of indemnity among those operative Sections.

SECTION 2 PUBLIC LIABILITY EXTENSIONS

Unless otherwise stated, all terms of this **Policy** apply to the extensions of cover that follow.

Payments made under any extension to this Section, including any agreed by **Endorsement**, form part of the limit of indemnity for this Section as shown in the **Schedule**; in addition, some extensions may be subject to a sub-limit as shown in the **Schedule** or below.

Leased or Rented Premises

The **Insurer** further agrees to indemnify the **Insured** for **Damages** the **Insured** becomes legally liable to pay, for **Property Damage** sustained by a third party where that property is premises, within the **Territorial Limits**, occupied by the **Insured** under a lease, tenancy or licence agreement, where that **Property Damage** is caused during the **Period of**

Insurance and arises out of and in the course of the **Insured's Business**.

This extension will not apply to any **Damages** for liability:

1. assumed under the lease, tenancy or licence agreement unless that liability would have attached in the absence of such an agreement;
2. arising out of a peril against which insurance is required to be effected under the lease, tenancy or licence agreement, or by law, regulation or commercial custom, whether for or on behalf of the **Insured**, or not;
3. arising out of a breach of any term, condition or warranty of any otherwise applicable insurance policy.

Data Protection

The **Insurer** further agrees to indemnify the **Insured** for compensation the **Insured** becomes liable to pay under article 82 of the General Data Protection Regulation, for material or non-material damage, suffered by a third party, arising out of and in the course of the **Insured's Business**, caused during the **Period of Insurance** and within the **Territorial Limits** provided that:

1. the **Insured** is a data controller, as defined in article 4(7) of the General Data Protection Regulation and has either:
 - registered under the Data Protection Act 1988 as amended; or;
 - paid the relevant fee under the in force statutory instrument; and
2. material or non-material damage was not caused by a deliberate or intentional act by, or omission of, the **Insured**, the effect of which the **Insured** knew or ought reasonably to have known would result in liability under the General Data Protection Regulation; and
3. the costs of replacing, reinstating, rectifying or erasing any personal data, or costs incurred in relation to a compliance order is excluded from this extension; and

4. liability does not arise as a result of the provision by the **Insured** of the services of a data processor, as defined by article 4(8) of the General Data Protection Regulation or the recording or provision of data for reward or for determining the financial status of any person; and
5. the limit of indemnity will not exceed two hundred and fifty thousand pounds (EUR250,000) during the **Period of Insurance**.

In addition, the **Insurer** agrees to indemnify the **Insured** for legal costs reasonably and necessarily incurred with **Insurer's** prior written consent for defending proceedings brought against the **Insured** under article 79(2) of the General Data Protection Regulation; any amount paid for these legal costs forms part of the limit of indemnity, which is shown at paragraph 5 of this extension.

Overseas Personal Liability

The **Insurer** further agrees to indemnify any **Employee**, partner, director or officer of the **Insured**, or the spouse of that person, for **Damages** that the person becomes legally liable to pay for **Bodily Injury** or **Property Damage** sustained by a third party, arising out of personal activities while temporarily outside the **Territorial Limits** in the course of the **Insured's Business**, caused during the **Period of Insurance**, but excepting any liability arising from the ownership or occupation of any land or buildings.

Motor Contingent Liability

The **Insurer** further agrees to indemnify the **Insured** for **Damages** the **Insured** becomes legally liable to pay for **Bodily Injury** or **Property Damage** sustained by a third party, arising out of the use of any mechanically propelled vehicle or plant in the course of the **Insured's Business**, including where used as a tool of trade, caused during the **Period of Insurance** and within the **Territorial Limits**, provided that the claim for **Damages** is brought in a court within the **Territorial Limits** and further provided that the vehicle or plant:

1. is not owned by or rented, hired, leased or loaned to, or borrowed by, the **Insured**; and
2. is not otherwise covered under a policy specifically arranged by the **Insured**, or a policy under which the **Insured** is entitled to indemnity, for the same **Bodily Injury** or **Property Damage**; and
3. is not used by the **Insured**; and
4. is not used with the general consent of either the **Insured** or the **Insured's** representative (which includes any manager, director, officer or employee), by a person who the **Insured** or the representative knows, or ought reasonably to have known, was not licensed to use that vehicle or plant.

The **Insurer** will not indemnify any liability for **Property Damage** where that damage is to the vehicle or plant itself, or to goods contained or carried inside, except where that damage arises out of loading or unloading.

SECTION 3 POLLUTION LIABILITY

The insurance provided by this Section 3 will only be operative if specified as such in the **Schedule**.

The **Insurer** agrees to indemnify the **Insured** for **Damages** the **Insured** becomes legally liable to pay, including related claimant costs awarded, for

1. **Bodily Injury**; or
2. **Injury to Land**; or
3. **Property Damage**

caused directly by sudden, identifiable, unintended and unexpected **Pollution** arising out of and in the course of the **Insured's Business** provided that:

- a. the **Pollution** occurs entirely at a specific time and place during the **Period of Insurance** within the **Territorial Limits**; and
- b. all liability for **Bodily Injury, Injury to Land** or **Property Damage** caused by one **Occurrence of Pollution** will be deemed to have accrued at the time of that **Occurrence**.

In addition, the **Insurer** agrees to pay legal costs reasonably and necessarily incurred by or on behalf of the **Insured**, with the **Insurer's** prior written consent, to settle or defend, or to recover contribution or indemnity from another party in relation to, a claim for **Damages** made against the **Insured** that might be indemnified under this Section.

Limit of Indemnity

The limit of indemnity under this Section is shown in the **Schedule** and includes claimant costs awarded. The limit applies irrespective of the number of:

1. claims against the **Insured**; or

2. parties or entities being indemnified under this Section

arising out of an **Occurrence** that causes **Bodily Injury, Injury to Land** or **Property Damage**, and also applies in the aggregate irrespective of the number of claims, **Insureds** or **Occurrences**.

The **Insurer's** liability under this Section to pay legal costs incurred by or on behalf of the **Insured** to settle or defend, or to recover contribution or indemnity from another party in relation to, a claim for **Damages** made against the **Insured** will be in addition to the limits of indemnity but will be subject to the Defence Costs Apportionment condition in the General Conditions.

Where the **Insured's** liability arising out of an **Occurrence** is indemnified under this Section and another operative Section or Sections of the **Policy**, each of the Sections will apply separately provided that the total amount paid by the **Insurer** for any **Occurrence** will not exceed the greatest of the available limits of indemnity among those operative Sections.

SECTION 3 POLLUTION LIABILITY EXCLUSIONS

Property of the Insured

The **Insurer** will not indemnify any liability for:

1. **Property Damage** where that property is or has been owned or occupied by the **Insured**; or
2. **Injury to Land** where that land, or the water beneath that land, is within the boundary of land that is owned or has previously been owned or occupied by the **Insured**.

SECTION 4 PRODUCT LIABILITY

The insurance provided by this Section 4 will only be operative if specified as such in the **Schedule**.

The **Insurer** agrees to indemnify the **Insured** for **Damages** the **Insured** becomes legally liable to pay, including related claimant costs awarded, for third party **Bodily Injury** or **Property Damage** caused by a **Product** during the **Period of Insurance** and within the **Territorial Limits**, and arising out of and in the course of the **Insured's Business**.

In addition, the **Insurer** agrees to pay legal costs reasonably and necessarily incurred by or on behalf of the **Insured**, with the **Insurer's** prior written consent, to settle or defend, or to recover contribution or indemnity from another party in relation to, a claim for **Damages** made against the **Insured** that might be indemnified under this Section.

Limit of Indemnity

The limit of indemnity under this Section is shown in the **Schedule** and includes claimant costs awarded.

The limit applies irrespective of the number of:

1. claims against the **Insured**; or
2. parties or entities being indemnified under this Section

arising out of an **Occurrence** that causes **Bodily Injury** or **Property Damage**, and also applies in the aggregate irrespective of the number of claims, **Insureds** or **Occurrences**.

The **Insurer's** liability under this Section to pay legal costs incurred by or on behalf of the **Insured** to settle or defend, or to recover contribution or indemnity from another party in relation to, a claim for **Damages** made against the **Insured** will be in addition to the limits of indemnity but will be subject to the Defence Costs Apportionment condition in the General Conditions.

Where the **Insured's** liability arising out of an **Occurrence** is indemnified under this Section and another operative Section or Sections of the **Policy**, each of the Sections will apply separately provided that the total amount paid by the **Insurer** for any **Occurrence** will not exceed the greatest of the available limits of indemnity among those operative Sections.

SECTION 4 PRODUCT LIABILITY EXCLUSIONS

Damage and Recall

The **Insurer** will not indemnify any liability for **Property Damage** where that property, or part of that property, is a **Product**, including any cost or expense in repairing, removing, replacing, recalling, rectifying, reinstating, reconditioning or disposing of any **Product**.

Aircraft, Spacecraft and Watercraft

The **Insurer** will not indemnify any liability arising out of any **Product** that is knowingly supplied, sold, erected, repaired, altered, treated or installed by the **Insured** for ultimate use in or on any aircraft, spacecraft or watercraft where that **Product** is critical to safety, airworthiness, spaceworthiness or seaworthiness.

GENERAL EXTENSIONS

Unless otherwise stated, all terms of this **Policy** apply to extensions of cover, and payments made under any extension, including any agreed by **Endorsement**, form part of the limit of indemnity for that Section as shown in the **Schedule**; in addition, some extensions may be subject to a sub-limit as shown in the **Schedule** or below.

Court Witness Attendance; Defence Preparation; Court Observers

Under any operative Section of this **Policy** the **Insurer** further agrees to pay the **Insured** the sums shown below if in the opinion of the **Insurer** the attendance of an **Employee**, partner, director or officer of the **Insured** is required to either give evidence at court or attend a mediation meeting in a claim for **Damages** for which that Section might provide indemnity:

1. Partner, director or officer: EUR500 per day;
2. **Employee:** EUR250 per day.

Where in the opinion of the **Insurer** the attendance of an **Employee**, partner, director or officer at court as an observer and not as a witness is required, the **Insurer** will pay the sums shown below, but payment will be limited to one observer per day:

1. Partner, director or officer: EUR250 per day;
2. **Employee:** EUR125 per day.

The **Insurer** further agrees to pay the **Insured** the sums shown below if, in the opinion of the **Insurer**, time is required to be spent by an **Employee**, partner, director or officer of the **Insured** in meetings or interviews with lawyers, including conferences with Counsel, for the purpose of providing a witness statement or related activities required either for representation at a Coroner's Inquest or Fatal Accident Inquiry, or the defence of the **Insured** in a claim for **Damages** for which that Section might provide indemnity:

1. Partner, director or officer: EUR50 per hour;
2. **Employee:** EUR25 per hour

provided that the time spent by the **Employee**, partner, director or officer is certified by the lawyers with the conduct of the defence.

Legal Costs Extension

Under Sections 2, 3 or 4 of the **Policy** only, if operative, the **Insurer** further agrees to indemnify the **Insured** or, at the **Insured's** request, an **Employee**, partner, director or officer of the **Insured**, for legal costs reasonably and necessarily incurred with the **Insurer's** prior written consent for:

1. representation at a Coroner's Inquest or Fatal Accident Inquiry; or
2. defending proceedings brought under sections 77(1)(a) and 77(2)(a) of the Safety, Health and Welfare at Work Act 2005 or equivalent legislation; or
3. defending proceedings brought under the Defective Products Act 1991 or equivalent legislation;

provided that those legal costs are incurred in proceedings that relate to **Bodily Injury** arising out of the **Insured's Business**, caused during the **Period of Insurance** and within the **Territorial Limits** and further provided that the relevant operative Section of this **Policy** might provide indemnity for **Damages** for that **Bodily Injury**.

This extension will not apply where, in the opinion of counsel (selected and instructed by the **Insurer**), there is no reasonable prospect of successfully defending the prosecution.

This extension will not apply to any legal costs incurred after the date of settlement or withdrawal of the **Damages** claim related to the proceedings.

Indemnity to Others

Under Sections 2, 3 or 4 only, if operative, the **Insurer** further agrees to indemnify any person listed below for any **Damages** that the person becomes

legally liable to pay, for which the **Insured** would have been indemnified under the relevant operative Section if the **Damages** had been awarded against the **Insured**:

1. any **Employee**, partner, director or officer of the **Insured**; or
2. any principal, for whom the **Insured** is working under a contract, where legal liability results directly and solely from the **Insured's** performance of that work and only to the extent that the indemnity is required by the terms of that contract;

provided that in either case

- a. the **Insurer** has sole conduct and control of the claim against the **Employee**, partner, director, officer or principal; and
- b. the **Employee**, partner, director, officer or principal is not entitled to indemnity under other insurance or other agreement; and
- c. the **Employee**, partner, director, officer or principal observes the terms of this **Policy** to the fullest extent possible.

The **Insurer** further agrees to indemnify the personal representative of any **Employee**, partner, director or officer who has died but would otherwise have been entitled, at the **Insured's** request, to indemnity under the relevant Section.

Care, Custody or Control

Under Sections 2, 3 or 4, if operative, and notwithstanding the *Owned Property* exclusion, the **Insurer** further agrees to indemnify the **Insured** for **Damages** the **Insured** becomes legally liable to pay for **Property Damage** where that property is the personal property of any **Employee**, partner, director, officer, visitor or guest of the **Insured**, and that property is in the **Insured's** care, custody or

control, provided that the **Property Damage** occurs in the course of the **Insured's Business**, during the **Period of Insurance** and within the **Territorial Limits**.

Multiple Insureds and Cross liabilities

If the **Schedule** specifies more than one entity as comprising the **Insured**, the **Insurer** agrees to indemnify separately each entity as if individual policies had been issued, including claims for **Damages** made by one **Insured** against another **Insured**, provided that the **Insurer's** limit of liability will not increase from that shown in the **Schedule** for the relevant Section.

Contractual Liability Extension

Under Sections 2 or 3 only, if operative, and notwithstanding the *Contractual Liability* exclusion the **Insurer** further agrees to indemnify the **Insured** for **Damages** the **Insured** becomes legally liable to pay for **Bodily Injury** or **Property Damage** to the extent required by a contract under which the **Insured** is performing work, where that **Bodily Injury** or **Property Damage** occurs directly and solely from the **Insured's** performance of that work, provided that the **Insurer** has sole conduct and control of the claim alleging such liability against the **Insured**. This extension does not cover contractual fines, penalties or liquidated damages, warranties or guarantees or any liability for **Property Damage** where that property is, or comprises, or is to be incorporated in to, the executed contract works undertaken by the **Insured**.

GENERAL EXCLUSIONS

ALL SECTIONS OF THE POLICY

The following exclusions apply to Sections 1, 2, 3 and 4 of the **Policy**.

Asbestos

The **Insurer** will not indemnify any liability directly or indirectly arising out of the manufacturing, mining, processing, distributing, installing, testing, remediating, removing, stripping-out, demolishing, storing, transporting, disposing, selling or use of, or exposure to, asbestos or materials containing asbestos.

Foreign Judgments

The **Insurer** will not indemnify any liability to pay **Damages** awarded in legal proceedings brought against the **Insured** in any country outside the **Territorial Limits**. This exclusion also applies to proceedings within the **Territorial Limits** to enforce, or which are based on, a claim brought outside the **Territorial Limits**.

Offshore

The **Insurer** will not indemnify any liability for **Bodily Injury** or any other loss sustained by any person on any offshore installation or associated structure, or in transit to, from or between any offshore installation or associated structure. For the purposes of this paragraph 'offshore installation' has the meaning given in the Safety, Health and Welfare (Offshore Installations) Acts 1987 and 1995.

Radiation and Nuclear

The **Insurer** will not indemnify any liability directly or indirectly arising out of ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its components.

Terrorism

The **Insurer** will not indemnify any liability directly or indirectly caused by, resulting from, contributed to by, or arising from, or in connection with:

1. any act of **Terrorism** regardless of any other cause or **Occurrence** contributing concurrently or in any other sequence to the loss; or
2. any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

If the **Insurer** alleges that by reason of this exclusion any loss, liability, damage, cost or expense, or consequential loss is not covered by the **Policy** the burden of proving the contrary is on the **Insured**.

War

The **Insurer** will not indemnify any liability directly or indirectly arising out of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, mutiny, insurrection, revolution, uprising, military or usurped power, or nationalisation, confiscation, requisition, commandeering, seizure, dispossession of any property, whether permanent or temporary, by any authority or government, *de facto* or *de jure*.

SECTIONS 2, 3 and 4 of the POLICY

Unless otherwise stated, the following exclusions apply to Sections 2, 3 and 4 of the **Policy**.

Aircraft, Spacecraft, Hovercraft and Watercraft

The **Insurer** will not indemnify any liability arising out of the ownership, possession, control or use by the **Insured** or on the **Insured's** behalf of any aircraft, spacecraft, hovercraft or watercraft except:

1. manually propelled watercraft; or
2. watercraft of less than 26ft

but only when operated within inland waterways or territorial waters.

Contract Works

The **Insurer** will not indemnify any liability arising out of **Property Damage** where that property is, or comprises, or is to be incorporated into, the executed contract works undertaken by the **Insured**.

Contractual Liability

Except to the extent cover is provided under the *Contractual Liability* or *Leased or Rented Premises* extensions, if operative, the **Insurer** will not indemnify any liability assumed under a contract or agreement, including liability to pay liquidated damages, penalty clauses, contractual fines, or liability by virtue of warranties, guarantees or indemnities.

Employees

The **Insurer** will not indemnify any liability for **Bodily Injury** to an **Employee** arising out of that **Employee's** employment in the **Insured's Business**.

Mechanically Propelled Vehicle

Except to the extent cover is provided under the *Motor Contingent Liability* extension, if operative, the **Insurer** will not indemnify any liability arising out

of the ownership, possession, control or use by the **Insured** or on the **Insured's** behalf, of any mechanically propelled vehicle or mobile plant, including any trailer ordinarily attached to that vehicle or plant which is required by any road traffic legislation to be the subject of compulsory insurance or other security. This exclusion does not apply to liability arising out of the loading or unloading of any vehicle, plant or trailer.

Owned Property

Except to the extent cover is provided under the *Care, Custody and Control* or *Leased or Rented Premises* General Extensions, if operative, the **Insurer** will not indemnify any liability for any **Property Damage** where that property is owned by or rented, hired, leased, loaned to or borrowed by the **Insured** or is held in trust by the **Insured** or otherwise in the **Insured's** care, custody and control. This exclusion does not apply to property temporarily occupied by the **Insured** for the purpose of carrying out work on that property, in the course of the **Insured's Business**.

Pollution

The **Insurer** will not indemnify any liability arising out of **Pollution**. This exclusion does not apply to Section 3, Pollution Liability.

Products

The **Insurer** will not indemnify any liability arising out of any **Product**. This exclusion does not apply to Section 4, Product Liability.

Professional duties, advice and services

The **Insurer** will not indemnify any liability arising out of any breach of professional duty, or any provision of, or failure to provide, professional advice or services, designs, specifications, inspection, certification, formulae, plans, directions, surveys or testing, by the **Insured** for a fee, or in circumstances where a fee would normally be charged.

GENERAL CONDITIONS

Alteration in Material Facts

The **Insured** owes a duty of good faith to the **Insurer** to disclose all material facts to the **Insurer** and present the risk fairly prior to the commencement of this **Policy**.

After commencement the **Insured** must give immediate notice to the **Insurer** of any alteration of fact or circumstance that materially alters the risk insured under this **Policy**; until the **Insurer** is advised of that alteration or circumstance and has expressly agreed in writing to accept liability for that altered risk, and the **Insured** has paid or agreed to pay the additional **Premium** (if any), the **Insurer** will not be liable in respect of any claim or claims due wholly or partially to that alteration or circumstance.

Inspection

The **Insurer** will be permitted, but not obliged, to carry out inspections of the **Insured's** property and operations at any time, having given reasonable notice.

Disputes

In the event of a dispute arising out of or relating to this **Policy**, including any question regarding its existence, validity or termination, or to the determination of the amount or any amounts payable under this **Policy**, the parties must first seek settlement of that dispute by mediation in accordance with the ICDR Mediation Rules, which Rules are deemed to be incorporated by reference into this clause.

If the dispute is not settled by mediation within thirty (30) days of the commencement of the mediation, or a further period as the parties agree in writing, the dispute will be determined in accordance with the Law and Arbitration condition below.

Reasonable Precautions

The **Insurer's** liability to indemnify will only arise if the **Insured**:

1. takes all reasonable precautions to prevent accidents and to prevent any activity that might give rise to a liability to a third party which in turn might be indemnified under this **Policy**; and
2. takes all reasonable steps to observe and comply with all applicable national or local laws, obligations, requirements and safety regulations; and
3. exercises due care in the selection and supervision of **Employees**.

Claims Procedure and Subrogation

The **Insurer's** liability to indemnify will only arise if the **Insured** complies with the following:

1. The **Insured** must give the **Insurer** notice of any event or circumstance that might give rise to a claim under this **Policy** as soon as reasonably practicable, with the fullest particulars the **Insured** has obtained, and must continue to provide the **Insurer** with all additional information as the **Insurer** may reasonably require; and
2. The **Insured** must forward to the **Insurer** any correspondence, letter of claim, claim form, particulars of claim, writ, summons, petition, notice of impending prosecution or other similar process that relates to any event or circumstance that might give rise to a claim under this **Policy**, as soon as it is received by the **Insured**; and
3. The **Insured** must not admit fault to anyone or negotiate, offer or enter into any settlement of any claim without the prior written consent of the **Insurer**; and

4. The **Insured** must permit the **Insurer**, at the **Insurer's** election, to take over the conduct and control of the defence, settlement, counterclaim or claim for contribution or indemnity, in the name of the **Insured**, and must support and cooperate with the **Insurer** to this end.

The **Insurer** may at any time pay the relevant limit of indemnity or any lesser amount necessary to settle a claim or a series of claims, including claimant costs, and will after that payment relinquish the conduct and control of the defence of that claim or claims and will have no further liability to the **Insured** for that claim or those claims, including claimant costs, or any defence costs incurred after that payment.

Excess

The cover provided under each Section of the **Policy** will be subject to the **Excess** for which the **Insured**, and not the **Insurer**, is liable.

The **Insurer** may pay all or part of the **Excess** in respect of the settlement of any claim and seek reimbursement from the **Insured**. If it does so, the amount of **Excess** paid by the **Insurer** must be reimbursed by the **Insured** at the **Insurer's** request.

Premium Adjustment and Audit

The **Insured** must keep, where any part of the **Premium** is based on estimates furnished by the **Insured**, an accurate record containing all relevant particulars and must allow the **Insurer** to inspect those records. The **Insured** must supply those records as the **Insurer** may require within 90 days from the expiry of the **Period of Insurance** and the **Premium** will be adjusted by the **Insurer**, subject to any minimum premium that may apply. At the request of the **Insurer** the **Insured** must supply an auditor's certificate in support of those records.

If the **Insured** fails to supply the records within the period stated above, the **Insurer** reserves the right to make an estimate of the records and to adjust the **Premium** accordingly.

Premium Payment

The **Insurer** must receive the **Premium** due under this **Policy** no later than sixty (60) days after the commencement of cover and in default of such payment this **Policy** is void *ab initio*.

Other Insurance

If any claim covered by this **Policy** is also covered in whole or in part by any other insurance, or would be save for the existence of this **Policy**, the **Insurer's** liability will apply in excess of and not in contribution with that other insurance.

Co-Insurer's Liability

Where this **Policy** is provided by the **Insurer** and co-insurers, as named in the **Schedule** (and notwithstanding the use of 'the **Insurer**' in this **Policy**), the legal obligations of each insurer are several and not joint and are limited solely to the extent of that insurer's proportion of risk as shown in the **Schedule**.

In the case of a Lloyd's syndicate underwriting any proportion of this **Policy**, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together) and the legal obligations of each member of the syndicate are several and not joint with other members.

The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and the respective proportion may be obtained by writing to Market Services Department, at the above address.

Cancellation

The **Insurer** may cancel this **Policy** by sending thirty (30) days' written notice to the **Insured** at the **Insured's** last known address.

On cancellation the **Insured** will be entitled to a refund of a proportionate part of the **Premium** for the unexpired period, subject to the Premium Adjustment and Audit condition, provided that the **Insured** has not made a claim during the **Period of Insurance**; in the event a claim is made prior to cancellation there will be no refund and any unpaid **Premium** must be paid in full.

Fraud and Misrepresentation

If under this **Policy** the **Insured** or anyone acting for the **Insured**:

1. knowingly makes a fraudulent or an exaggerated claim; or
2. knowingly makes a false statement in support of a claim or submits false or forged document in support of a claim; or
3. makes a claim for any loss (as defined in each Section of this **Policy**) caused by the **Insured's** wilful misconduct or caused with the **Insured's** agreement, knowledge or collusion; or
4. knowingly provides untrue or misleading information to the **Insurer** or those acting for the **Insurer**;

the **Insurer** will refuse to pay the claim or any other claim under this **Policy** and will void this **Policy** without any refund of **Premium**.

Third Party Rights

A person who is not a party to this contract has no rights to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Law and Arbitration

Any dispute concerning the interpretation or application of this **Policy** will be subject to and construed in accordance with the laws of Ireland (the Republic of Ireland).

Subject to the Disputes condition, any dispute, controversy or claim arising out of or relating to this **Policy** or the breach, cancellation, termination or invalidity thereof, will be determined by arbitration in Dublin, Ireland, under the Arbitration Act 2010 (or any statutory modifications or amendments thereto). The arbitration tribunal will consist of a single arbitrator appointed by agreement between the parties. If the parties do not agree within 30 days of a written request for arbitration made by any party, the arbitrator will be appointed by the Chairman of the Chartered Institute of Arbitrators (Irish branch) upon the application of any party. The language of the arbitration will be English.

Defence Costs Apportionment

For Sections 2, 3 or 4 only, if operative, where the amount of a claim for **Damages** against the **Insured** exceeds the **Insurer's** liability to the **Insured**, the liability of the **Insurer** to pay any legal costs to settle or defend that claim, or to recover contribution or indemnity from another party, will be in proportion to the **Insurer's** share of the total **Damages** awarded or settled.

Taxes

Taxes, levies and other relevant fiscal charges are payable by the **Insured** in addition to the **Premium**.

The appropriate Stamp Duty has been or will be paid by the **Insurer** to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act, 1999, as amended.

In accordance with Section 93 of the Insurance Act 1936, it is understood and agreed that all monies which become or may become due and payable by the **Insurer** under this **Policy** shall be payable and paid in Ireland (the Republic of Ireland).

Sanctions

The **Insurer** shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction, including under

United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Ireland or United States of America.

Injuries Board.ie

The **Insurer** will not be liable under this **Policy** in respect of any claim unless the **Insured** fully cooperates with the **Insurer** so that all obligations of the **Insured** pursuant to the provisions of the Personal Injuries Assessment Board Act 2003, the Personal Injuries Assessment Board (Amendment)

Act 2003 and the Civil Liability and Courts Act 2004 are complied with in respect of such claim.

All notices and communications received from the Injuries Board.ie in respect of the bringing of any claim, assessment of any claim or the acceptance or rejection of any assessment of any claim must be immediately sent to the **Insurer**.

GENERAL DEFINITIONS

Bodily Injury means accidental: death; bodily injury, illness or disease; any psychiatric injury that results from accidental bodily injury, illness or disease.

Business means the activities described as the business in the **Schedule** and also:

1. the provision and management of canteen, sports, educational, social and welfare organisations for the benefit of **Employees**, including first aid, fire, security and ambulance services provided by the **Insured** in connection with the activities described as the business in the **Schedule**; and
2. ownership, maintenance, repair and refurbishment of the **Insured's** premises used in connection with the activities described as the business in the **Schedule**; and
3. attendance at or participation in trade shows or exhibitions in connection with the activities described as the business in the **Schedule**.

Damages means compensatory damages. It does not mean:

1. that part of a damages award that results from the multiplication of compensatory damages; or
2. aggravated damages; or
3. exemplary damages; or
4. fines, penalties or other pecuniary sanction.

Endorsement means additional terms of this insurance contract agreed by the parties to this contract, contained in a separate document, that are incorporated in to this **Policy** by express reference in the **Schedule** or which expressly refer to and vary the terms of this **Policy**.

Employee means a person under a contract of service or apprenticeship and also a:

1. self-employed person; or

2. labour master including a person supplied by him; or
3. person hired to or borrowed by the **Insured**; or
4. person on a work experience scheme; or
5. voluntary worker; or
6. person on secondment with the **Insured**;

provided that the person works under the direction and control of the **Insured** in connection with the **Business**.

Excess means the first amount to be paid by the **Insured** in respect of each **Occurrence**. The relevant amount to be paid by the **Insured** is shown in the **Schedule**.

Injury to Land means accidental: civil trespass or damage to, or encroachment on, or other unlawful interference with, third party land, including interference with any easement or prescriptive right over that land.

Insured means the party or parties listed as the Insured in the **Schedule**.

Insurer means the entity named as Insurer in the **Schedule**. Where this **Policy** is provided by more than one insurer as listed in the **Schedule**, use of 'the **Insurer**' in the singular refers to all subscribing insurers.

Occurrence means an accidental event, or series of accidental events attributable to the same, or substantially the same, original cause or source, and includes continuous or repeated exposure to the same injurious or harmful conditions.

Period of Insurance means the period set out in the **Schedule**.

Personal or Advertising Injury means

1. false imprisonment, wrongful arrest or unlawful eviction; or

2. passing off (including the misappropriation of advertising ideas, slogans or style of doing business) or malicious falsehood (i.e. injurious falsehood, trade libel or slander of goods or title), in the course of advertising the **Insured's** own **Products** or services; it does not mean: (i) the misappropriation of any other party's name, idea, slogan, style of doing business or product in any email address, domain name or metatag or similar practices that might mislead the potential customers of that other party; or (ii) passing off or injurious falsehood in the course of advertising the products or services of another, including where advertising activity is listed in the **Schedule** as being the **Insured's Business**.

Policy means this insurance policy document, the **Schedule**, the **Proposal** and any **Endorsements**.

Pollution means any contamination of buildings or other structures, or of water, land or the atmosphere; **Pollution** also means **Bodily Injury**, **Injury to Land** or **Property Damage** caused directly or indirectly by that contamination.

Premium means the amount stated in the **Schedule**, payable by the **Insured** to the **Insurer**.

Product means any goods manufactured, sold, supplied, hired out, modified, treated, erected, repaired, serviced, designed, tested, installed, processed, distributed or cleaned by the **Insured** within the **Territorial Limits** and which is no longer in the **Insured's** care, custody or control. **Product** also means any container, packaging, labelling or instructions for use with those goods.

Property Damage means accidental and direct physical loss of, or damage to, third party physical property and includes directly resulting loss of use of that physical property.

Proposal means the proposal form completed by the **Insured** and all other relevant information provided to the **Insurer** by, or on behalf of the **Insured**, and on which this **Policy** is based.

Schedule means the schedule attached to this document.

Territorial Limits means:

1. as respects Sections 1, 2 and 3, Ireland (the Republic of Ireland), the United Kingdom, the Channel Islands or the Isle of Man; or
2. as respects Section 4, anywhere in the world except the United States of America (including its territories and possessions) and Canada.

Terrorism means an activity that:

1. involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property, or infrastructure, or a threat thereof; and
2. appears to be intended to:
 - a. intimidate or coerce a civilian population; or
 - b. disrupt any segment of the economy of a government *de jure* or *de facto* state or country; or
 - c. overthrow influence or affect the conduct or policy of any government *de jure* or *de facto* by intimidation or coercion; or
 - d. affect the conduct of a government *de jure* or *de facto* by mass destruction, assassination, kidnapping or hostage-taking.