

# CONTENTS

## EMPLOYERS LIABILITY POLICY

<b>Introduction</b> .....	<b>2</b>
<b>Schedule</b> .....	<b>3</b>
<b>Definitions</b> .....	<b>4 - 5</b>
<b>Insuring Clause</b> .....	<b>6</b>
<b>Extensions</b> .....	<b>7-8</b>
<b>Exclusions</b> .....	<b>9 - 10</b>
<b>Conditions</b> .....	<b>11 - 14</b>

# **EMPLOYERS LIABILITY POLICY**

## **INTRODUCTION**

In consideration of the Insured having paid or agreed to pay the Premium

Allianz p.l.c. (hereinafter called the 'Company') will indemnify the Insured in the manner and to the extent described within this Policy on the terms set out and subject to its Definitions Extensions Exclusions Conditions Special Conditions and any Endorsements

The Submission in respect of this insurance made to the Company by or on behalf of the Insured whether in writing or otherwise shall be the basis of this contract

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

**Signed for and on behalf of the Company**

**Authorised Signatory**

**SCHEDULE**  
**(Standard ISIS Schedule)**

## DEFINITIONS

1. **Insured** means the person company firm or other legal entity named as the Insured in the Schedule
2. **Business** is as stated in the Schedule conducted solely from premises in the Territorial Limits and in addition includes
  - (a) the ownership repair maintenance and decoration of premises occupied by the Insured and used for the purposes of the Business but not construction re-construction structural alteration or demolition of such premises
  - (b) the repair and maintenance of vehicles or plant used in the course of the Business and owned by the Insured
  - (c) the provision and management of canteens social sports and welfare organisations which are for the benefit of Employees and their families
  - (d) the provision in the course of the Business of first aid medical and dental services ambulance fire security services and safety organisations
  - (e) private work undertaken with the prior consent of the Insured by an Employee for a partner or director of the Insured provided that such work is not in pursuit of any trade or business
3. **Submission** means the proposal and declaration or statement of fact for the insurance herein provided for together with all attachments thereto and any other information supplied by the Insured or the Insured's intermediary in connection with or for the purpose of this insurance all of which shall be incorporated in and form part of this Policy
4. **Employee** means any
  - (a) person under a contract of service or apprenticeship with the Insured
  - (b) person engaged under any training educational or work experience programme
  - (c) labour master or labour only sub-contractor or any person employed or supplied by them
  - (d) self employed person
  - (e) person hired to or borrowed by the Insured
  - (f) volunteerwhile working for the Insured in the course of the Business
5. **Bodily Injury** means bodily injury and includes death disease and illness
6. **Territorial Limits** means the Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Islands

## **DEFINITIONS**

### **Continued**

7. **Period of Insurance** means the period specified in the Schedule or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the Premium
  
8. **Excess** means the amount stated in the Schedule that the Insured shall bear in respect of each and every occurrence
  
9. **Principal** means any person company firm public local or statutory authority for whom the Insured is carrying out work under contract or agreement
  
10. **Offshore** means the period of time commencing when an Employee embarks on to a conveyance at the point of final departure to an offshore rig or offshore platform and terminating when such Employee disembarks from the conveyance on to land upon his/her return from an offshore rig or offshore platform

## **INSURING CLAUSE**

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages in respect of Bodily Injury to an Employee caused within the Territorial Limits during the Period of Insurance and arising out of and in the course of employment by the Insured in connection with the Business

### **Law Costs**

The Company will also indemnify the Insured in respect of

- (a) all claimants costs and expenses legally recoverable from the Insured
- (b) all costs and expenses incurred by the Insured with the written consent of the Company

Provided all such costs and expenses arise or are incurred in connection with a claim for which indemnity is provided by this Policy

### **Limit of Indemnity**

The total amount payable for all damages including all Law Costs in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity as stated in the Schedule

The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable

## **-EXTENSIONS**

**None of the under noted Extensions shall operate to increase the liability of the Company beyond the Limits of Indemnity stated in the Schedule and each Extension is subject otherwise to the terms Definitions Exclusions and Conditions of Policy**

### **1. Indemnity to Other Parties**

The indemnity provided by this Policy will also apply

- (a) to any Principal
- (b) in the event of the death of the Insured to the Insured's legal personal representatives
- (c) if the Insured so requests
  - (i) to an Employee or partner or director of the Insured
  - (ii) to any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the Business

against legal liability as defined in the Insuring Clause and for which the Insured would have been entitled to indemnity had the claim been made against the Insured

Provided that

each party shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy

### **2. Safety Health and Welfare at Work Act 2005**

In respect of any occurrence which may be the subject of indemnity under this Policy the Company will indemnify the Insured or at the request of the Insured an Employee or partner or director of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Safety Health and Welfare at Work Act 2005 committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings

Provided that

- (a) the Company shall not be liable for the payment of fines or penalties
- (b) such persons are not entitled to indemnity under any other insurance policy

## **EXTENSIONS**

### **Continued**

#### **3. Court Attendance Compensation**

In the event of an Employee or partner or director of the Insured attending court as a witness at the request of the Company in connection with a claim which is the subject of indemnity under this Policy the Company will provide compensation to the Insured at the following rates for attendance at the court

- (a) any partner or director    €500 per day
- (b) any Employee                €250 per day

#### **4. Contractual Liability**

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause arising from liability assumed by the Insured under a contract or agreement provided that this extension shall

- (a) apply only where the sole conduct and control of claims is vested in the Company
- (b) not apply in respect of any agreement for or including the performance of any work outside the Territorial Limits

#### **5. Work Overseas**

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause for Bodily Injury caused to an Employee temporarily outside the Territorial Limits

Provided that

- (a) such Employee is normally resident within the Territorial Limits
- (b) the Company will not indemnify the Insured in respect of any amount payable under workers compensation social security or health insurance legislation



## EXCLUSIONS

### The Company will not indemnify the Insured in respect of:

1. any liability for Bodily Injury to an Employee while such Employee is Offshore
2. any liability for which compulsory insurance or security is required under any road traffic legislation
3. (a) loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss  
(b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (iv) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter

The exclusion in sub-clause (iv) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are being prepared stored or used in the normal course of operations by the Insured for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended.

4. any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
  - (a) war, invasion, acts-of-foreign-enemies, hostilities or warlike-operations (whether war be declared or not) civil-war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - (b) any Act of Terrorism

For the purpose of this Exclusion Act of Terrorism means any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## **EXCLUSIONS**

### **Continued**

This Policy also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing or suppressing or in any way relating to anything contained in (a) and/or (b) above.

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

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

5. the Excess specified in the Schedule

## CONDITIONS

### 1. Due Observance

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

### 2. Non-Disclosure

This insurance will be voidable if there has been misrepresentation misdescription or non-disclosure of any material fact

### 3. Alterations in Risk

If at any time anything shall occur or be done materially affecting or varying any aspect of the subject matter of this insurance the Insured shall give immediate notice in writing to the Company

### 4. Reasonable Precautions

The Insured shall at all times exercise reasonable care that only steady and competent Employees are employed and shall take all reasonable precautions to prevent accidents and any Bodily Injury Nuisance or loss of or damage to material property and shall take all reasonable steps to observe and comply with all applicable laws statutory enactments or local authority by-laws regulations obligations and requirements

### 5. Fraud

Any claim that is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on behalf of the Insured or if any loss or damage is caused by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited

### 6. Claims Conditions

- (a) In the event of an occurrence which may give rise to a claim for indemnity under this Policy, the Insured shall give immediate notice to the Company. Notifications will be handled in line with the Company's data protection policy. Every letter, claim, summons and process should be notified or forwarded to the Company. The Insured shall inform the Company immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company every relevant document which must remain unanswered by the Insured
- (b) No admission repudiation offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company. The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise. The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require. The Company shall not be liable for any loss alleged to have been sustained

## **CONDITIONS**

### **Continued**

by the Insured in consequence of any action or omission of the Company in the course of any claim or proceedings

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

#### **7. Premium Adjustment**

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

- (a) the Insured shall maintain an accurate record of such wages salaries and other earnings and/or turnover and the Company or its representatives may at any time examine such record
- (b) the Insured shall within 90 days of the expiry of each Period of Insurance supply to the Company an auditors' certificate of such wages salaries and other earnings and/or turnover for that Period of Insurance and in this regard time is of the essence

and

- (i) if the amount of such wages salaries and other earnings and/or turnover shall differ from the estimate on which the Premium has been calculated the difference in Premium shall be paid by or allowed to the Insured as the case may be subject to retention of the Minimum Premium stated in the Schedule or as advised to the Insured
- (ii) should the Insured fail to supply such auditors' certificate in accordance with this Condition then the Company will not provide any indemnity for any Bodily Injury Nuisance or loss of or damage to material property which might otherwise be the subject of indemnity under this Policy in the Period of Insurance for which the auditors' certificate remains outstanding

#### **8. Other Insurances**

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

#### **9. Cancellation**

- (a) The Company may cancel this Policy at any time by giving 21 days notice by registered letter to the last known address of the Insured and this cancellation will be effective from midnight on the twenty first day immediately following the date of the registered letter. In such case the Insured shall be entitled to the return of a proportionate part of the Premium in respect of the unexpired Period of Insurance subject to the retention by the Company of the Minimum Premium(s) stated in the Schedule or as advised to the Insured or if the Premium has been based on estimates supplied by the Insured the Premium shall be adjusted in accordance with General Policy Condition 7.

## **CONDITIONS**

### **Continued**

- (b) Without prejudice to the generality of General Policy Condition 9 (a) if the Company has agreed to accept payment of Premium for this Policy by instalments then in the event of non-payment of any instalment on or before the due date the Company may cancel this Policy by giving 7 days notice by registered letter to the last known address of the Insured and this cancellation will be effective from midnight on the seventh day immediately following the date of the registered letter. In such case the Company shall be entitled to payment of the Premium proportionate to the Period of Insurance.

#### **10. Arbitration**

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

#### **11. Insurance Act 1936**

In accordance with Section 93 of the Insurance Act 1936 it is understood and agreed that all moneys which become or may become due and payable by the Company under this Policy shall be payable and paid in Ireland

#### **12. Survey and Risk Requirements**

##### **Survey**

Where a survey has been conducted and in the event that this survey should show that the risk or any part of it is not satisfactory in the opinion of the Company then the Company reserves the right to

- (a) alter the premium or terms and Conditions
- (b) exercise their right to cancel the Policy
- (c) leave the premium or terms and Conditions unaltered

The Company will advise the Insured or the Insured's intermediary of their decision and the effective date of such decision.

## **CONDITIONS** **Continued**

### **Risk Requirements**

It is a condition precedent to the liability of the Company that the Insured must comply with all survey risk requirements required by the Company within completion timescales specified by the Company.

In the event that a risk requirement is not completed within the completion timescales specified by the Company then the Company reserves the right to

- (a) alter the premium or terms and Conditions
- (b) exercise their right to cancel the Policy
- (c) leave the premium or terms and Conditions unaltered

The Company will advise the Insured or the Insured's intermediary of their decision which will be effective either from the expiry of any time period specified by the Company for completion or any other period specified by the Company.

The above conditions do not affect the right of the Company to void the Policy if they discover information material to their acceptance of the risk.

Except in so far as they are expressly varied by this Condition all of the terms Conditions Exclusions and limits of this Policy shall continue to apply until advised by the Company.