

GEO Underwriting Europe BV t/a Knighthood Europe

# Liability Insurance

FOR PASSENGER BOAT AND  
MARINE SERVICE OPERATORS (Republic of Ireland)

## Policy Wording

GEO Underwriting Europe BV t/a Knighthood Europe  
Weena 505  
17th Floor  
3013 AL  
Rotterdam  
The Netherlands

In partnership with AIG Europe S.A



CP1216v2 Liability (Knighthood – Republic of Ireland)

M-36913477-3

---

## Contents

---

Introduction GEO Underwriting Europe BV t/a Knighthood Europe – Important Information

<b>A. COVERAGE SECTIONS .....</b>	<b>4</b>
Section 1 Employers' Liability .....	4
Section 2 Public & Products Liability .....	8
Section 3 Product Recall .....	18
Section 4 Employment Related Accident Benefits (ERAB).....	23
Section 5 Crisis Containment .....	26
<b>B. GENERAL DEFINITIONS .....</b>	<b>29</b>
<b>C. GENERAL EXCLUSIONS .....</b>	<b>34</b>
<b>D. CLAIMS .....</b>	<b>35</b>
<b>E. GENERAL PROVISIONS .....</b>	<b>37</b>

---

GEO Underwriting Europe BV t/a Knighthood Europe as Underwriting Agents for:

AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35D Avenue John F. Kennedy, L-1855, Luxembourg and has VAT registration number LU30100608, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu/>

---

## IMPORTANT INFORMATION

---

### Underwriting Agents

GEO Underwriting Europe BV t/a Knighthood Europe

### Complaints

Amend to GEO Underwriting Europe BV t/a Knighthood Europe

Knighthood Corporate Assurance Services Ltd act on behalf of the **Insurer** in this respect and the company has an internal complaints handling procedure which can be found in Section E17 of this **Policy**.

Should you wish to register a complaint against Knighthood Europe, we ask that the circumstances be put in writing and sent to the Compliance Officer, GEO Underwriting Europe BV t/a Knighthood Europe, Weena 505, 17th Floor, 3013 AL, Rotterdam, The Netherlands

### Policy Document

If at any time a new policy is required we will be pleased to provide this upon request.

### Statement of Price

Your annual insurance premium may include an amount for additional services and if this applies such amount will be stated separately.

### Notification of Claims

Full claim notification procedures are contained within the **Policy** Schedule

### Insurer

This insurance is underwritten by AIG Europe S.A., an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35D Avenue John F. Kennedy, L-1855, Luxembourg, and has VAT registration number LU30100608, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu/>.

## A. COVERAGE SECTIONS

---

In consideration of the payment of the **Premium** the **Insurer** and the **Insured** agree as follows:

The **Insurer** will provide indemnity to the **Insured** under those Sections, Extensions, Optional Extensions and **Endorsements** shown in the **Policy** Schedule as being covered during the **Period of Insurance**.

### Section 1 – Employers’ Liability

---

This Section details what employers’ liabilities are covered by the **Insurer** subject to the terms and conditions of this **Policy** and any additional terms and conditions applicable to this Section 1 (Employers’ Liability).

For the avoidance of doubt, this Section 1 (Employers’ Liability) is not intended to replace the **Insured’s** obligation to obtain insurance in respect of their liability to **Employees** in other territories.

#### A1.1 Cover

##### A1.1.1 Insuring Agreement

The **Insurer** will indemnify the **Insured** for all sums which the **Insured** becomes legally liable to pay as:

- (a) damages or compensation; and
- (b) **Legal Costs**

in respect of **Bodily Injury** to an **Employee** caused during the **Period of Insurance** and arising out of and in the course of their employment or engagement by the **Insured** in the **Business** within the **Policy Territory**.

##### A1.1.2 Limit of Indemnity

The **Limit of Indemnity** stated in the **Policy** Schedule for this Section 1 (Employers’ Liability) is the maximum amount payable by the **Insurer** in respect of any one claim or number of claims arising out of one event.

Unless expressly stated, the indemnity provided by any Extension to this Section 1 (Employers’ Liability) or any other amendment to this **Policy** shall not operate to increase the maximum amount payable under this Section 1 (Employers’ Liability).

##### A1.1.3 Legal Costs

**Legal Costs** are payable in addition to the **Limit of Indemnity** up to the amount stated in the **Policy** Schedule for this Section 1 (Employers’ Liability).

#### A1.2 Extensions

The indemnity provided by this Section 1 (Employers’ Liability) includes the following Extensions

##### A1.2.1 Indemnity to Others

The **Insurer** will indemnify those persons outlined in (a) to (f) below as if they were the **Insured** to the extent specified within A.1.1.1 (Insuring Agreement) and below:

- (a) the **Insured’s** executor, administrator or personal representative but only in respect of liability incurred by the **Insured**;
- (b) any principal whilst engaged in the course of the **Insured’s Business** but only to the extent required by the contract and only in respect of liability for which the **Insured** would have been entitled to indemnity if the claim had been made against the **Insured**;

- (c) any partner, director, **Employee**, or any former partner, director or **Employee** of the **Insured** but only in respect of liability for which the **Insured** would have been entitled to indemnity if the claim had been made against the **Insured**;
  - (d) any officer, committee member, **Employee**, paid or voluntary helper, member or family of a member of the **Insured's** social, sports, welfare or theatrical organisations or clubs, first aid, fire or ambulance services or security services in their respective capacity as such;
  - (e) any director, partner or executive of the **Insured** in respect of liability for private work undertaken by an **Employee** for such director, partner or executive with the consent of the **Insured**;
  - (f) any officers or trustees of the **Insured's** pension scheme(s) but only in respect of liability for which the **Insured** would have been entitled to indemnity if the claim had been made against the **Insured**;
- but in respect of (c) to (f) above the **Insurer** will not provide an indemnity:
- (i) if such party is entitled to indemnity under any other insurance or from any other source;
  - (ii) unless the **Insurer** shall have the sole conduct and control of all claims.

### A1.2.2 Unsatisfied Court Judgments

Where damages have been awarded by a court in the European Union or United Kingdom to an **Employee** for **Bodily Injury** caused during the **Period of Insurance** arising from their employment with the **Insured** in the European Union or United Kingdom, and where such damages remain all or partly unpaid six (6) months after the date of the judgment, then at the **Insured's** request the **Insurer** will pay the **Employee** the amount of the outstanding damages and any awarded costs provided that there is no appeal outstanding and judgment is assigned to the **Insurer**.

### A1.2.3 Compensation for Court Attendance

The **Insurer** will pay to the **Insured** compensation in respect of the persons stated below when absent from work to attend any civil, criminal, tribunal, conciliation, arbitration, fatal inquiry or pre-trial conference proceedings at the **Insurer's** request at the following rates per day:

- (a) directors, partners or executives of the Insured – EUR750
- (b) Employees – EUR 500.

Such amounts will be paid in addition to the **Limit of Indemnity** stated in the **Policy** Schedule.

### A1.2.4 Protection of Employees on Transfer of Undertakings Regulations 2003 (Republic of Ireland).

**The indemnity provided by this Extension operates on a claims made and reported basis.**

The **Insurer** will indemnify the **Insured** for their liability to pay damages or compensation in respect of a claim by an **Employee** for **Bodily Injury** within the **Policy Territory** caused prior to the date the **Employee** commences employment with the **Insured** and for which the **Insured** is liable by virtue of the Transfer of Undertakings Regulations 2003 provided that:

- (a) the **Insured** is unable to obtain an indemnity under a previous insurance policy or from any other source; and
- (b) the claim is first made against the **Insured** during the **Period of Insurance**.

### A1.2.5 Data Protection Legislation

**The indemnity provided by this Extension operates on a claims made and reported basis.**

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that the **Insurer** will indemnify the **Insured** under Section 1 (Employers' Liability) and if the **Insured** requires any **Employee** for their liability to pay compensation and **Legal Costs** in respect of a claim by any **Employee** for damage arising under Article 82 EU General Data Protection Regulation (2016/679) and Section 117 of the Data Protection Act 2018 and any subsequent legislation that alters, repeals or replaces the Data Protection Act 1998 - 2018 (the

DPA) provided that the **Insured** has written policies and procedures which it can demonstrate ensures compliance with their obligations under the General Data Protection Regulation and the DPA, to include compliance with any guidance set out by the Data Protection Commission

**Provided always that the Insurer will not provide indemnity against any claim or claims**

- (a) the part of a claim that is attributable to any party entitled to indemnity under such claim (including any **Employee**, servant or agent of a party entitled to claim) where that claim arises from the fraudulent, dishonest, deliberate or intentional act or omission of that party. Notwithstanding the above, however, the **Insurer** will pay any claim brought against any other **Insured** Party under this **Policy** for such actor omission by the **Employee**, servant or agent;
- (b) in respect of any order under the DPA and any subsequent legislation that alters, repeals or replaces the DPA) for the cost of rectifying, rewriting, erasing data or restricting processing of data;
- (c) for any fines or penalties of any kind;
- (d) arising from the recording, processing or provision of data for reward or the determining of the financial status of a person.
- (e) which arise out of circumstances previously notified to insurers or known to the **Insured** at inception of this policy.
- (f) liability for which indemnity is provided under any other more specific insurance or Cyber Policy or from any other source or to the extent that cover is provided elsewhere in this **Policy**
- (g) arising out of any **Occurrence** happening in the **USA** or Canada
- (h) in respect of which the action for damages brought against the Insured in a court of law in the **USA** or Canada or in a court of law outside the **USA** or Canada to enforce a judgement made therein.

**It is further provided that:**

The maximum liability of the **Insurer** will not exceed €1,000,000 in the aggregate inclusive of all **Legal Costs** and expenses in respect of all claims made in any one **Period of Insurance**.

This extension will not serve to increase any of the **Limits of Indemnity** set out in the Schedule of this **Policy**

### **A1.2.6 Criminal Legal Expenses**

Where the **Insurer** has a reasonable expectation of having a financial interest in the outcome of the relevant criminal proceedings, the **Insurer** will indemnify the **Insured** in respect of **Criminal Legal Expenses** up to the **Limit of Indemnity** specified for **Criminal Legal Expenses** under this Extension A1.2.6 (Criminal Legal Expenses) as stated in the **Policy** Schedule relating to a breach or alleged breach of:

- (a) the Safety Health and Welfare at Work Act 2005
- (b) Food Safety Authority of Ireland Act, 1998
- (c) any other law applicable to the Insured in respect of the health and safety of Employees.

The **Limit of Indemnity** specified for **Criminal Legal Expenses** under this Extension A1.2.6 (Criminal Legal Expenses) is in addition to the **Limit of Indemnity** specified for, and applicable to this Section 1 (Employers' Liability).

### A1.2.7 Contractual Liability

Where the **Insured** has entered into any contract or agreement in the normal course of the **Insured's Business** with any other party, the **Insurer** will indemnify the **Insured** against liability assumed by the **Insured** under such contract or agreement, but only to the extent required by such contract or agreement in respect of **Bodily Injury** to an **Employee** caused during the **Period of Insurance** and arising out of and in the course of their employment or engagement by the **Insured** in the **Business** within the **Policy Territory**.

### A1.2.8 Medical Treatment

The **Insurer** will indemnify the **Insured** and any medical practitioner employed by the **Insured** in respect of legal liability for:

- (a) damages or compensation; and
- (b) **Legal Costs**

to an **Employee** resulting from medical treatment given in connection with any **Bodily Injury** caused to such **Employee** during the **Period of Insurance** within the **Policy Territory**.

The indemnity afforded by this Extension A1.2.8 (Medical Treatment) is in excess of any primary insurance held by the medical practitioner for the provision of his/her professional services.

### A1.2.9 Offshore Activity

Where there is a **Limit of Indemnity** for **Offshore Activity** in the **Policy** Schedule, the **Insurer** will indemnify the **Insured** for all sums which the **Insured** becomes legally liable to pay as:

- (a) damages or compensation; and
- (b) **Legal Costs**

in respect of **Bodily Injury** to an **Employee** caused during the **Period of Insurance** and arising out of **Offshore Activity** in connection with the Oil and Gas industry and in the course of their employment or engagement by the **Insured** in the **Business** within the **Policy Territory**.

## A1.3 Exclusions

The following Exclusions are applicable in respect of the whole of Section 1 (Employers' Liability).

The **Insurer** shall not provide any cover under this Section 1 (Employers Liability) in respect of liability arising from:

### A1.3.1 Road Traffic

**Bodily Injury** to an **Employee** whilst being carried in or upon a vehicle or entering or getting into or alighting from a vehicle in circumstances where insurance or security is required to be effected by the **Insured** to comply with any road traffic legislation within the European Union or United Kingdom.

### A1.3.2 Offshore Activity

any action for damages arising from such **Offshore Activity** brought against the **Insured**:

- (a) in a court of law in **USA** or Canada; or
- (b) where there is a nil Limit of Indemnity for Offshore Activity in the Policy Schedule.

### A.1.3.3 Data Related Liability

The **Insurer** shall not provide any cover under this Section 1 – Employers' Liability arising out of, based upon or attributable to or in any way involving, directly or indirectly:

- (a) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any **Computer System** or **Electronic Data**; and
- (b) any notification costs, credit monitoring expenses, forensic expenses, public relations expense or any other loss, cost or expense incurred arising out of (a) or (b) above.

However, this Exclusion does not apply to any indemnity payable under this **Policy** for **Bodily Injury** arising out of, based upon or attributable to the events in A1.3.3 (a) above.

## A1.4 Additional Provisions

### A1.4.1 Right of Recovery

If the **Insurer** is obliged to indemnify the **Insured** under this Section 1 (Employers' Liability) pursuant to any compulsory liability insurance legislation in circumstances where the **Insurer** would otherwise have been entitled to deny such indemnity, the **Insured** hereby agrees to reimburse the **Insurer** for any such payment made.



## Section 2 – Public & Products Liability

This Section details what public & products liabilities are covered by the **Insurer** subject to the terms and conditions of this **Policy** and any additional terms and conditions applicable to this Section 2 (Public & Products Liability).

### A2.1 Cover

#### A2.1.1 Insuring Agreement

The **Insurer** will indemnify the **Insured** for all sums which the **Insured** becomes legally liable to pay as:

- (a) damages or compensation; and
- (b) **Legal Costs**

in respect of:

- (i) Personal Injury;
- (i) Property Damage; or
- (ii) obstruction, interference with traffic, loss of amenities, nuisance, trespass or interference with any right of light, air, water or easement

happening during the **Period of Insurance** within the **Policy Territory** and arising from or in consequence of an **Occurrence** in connection with the **Business**.

#### A2.1.2 Limit of Indemnity

The **Limit of Indemnity** stated in the **Policy** Schedule for this Section 2 (Public & Products Liability) is the maximum amount payable in respect of any one **Occurrence** (irrespective of the number of claims resulting from the **Occurrence**) except that in respect of liability arising from **Products** (including **Mixing or Blending**) the amount stated in the **Policy** Schedule for this Section 2 (Public & Products Liability) shall be the maximum amount payable in the aggregate during any one **Period of Insurance**.

Unless expressly stated the indemnity provided by any Extension to this Section 2 (Public & Products Liability) or any other amendment to this **Policy** shall not operate to increase the maximum amount payable under this Section 2 (Public & Products Liability).

#### A2.1.3 Legal Costs

**Legal Costs** are payable in addition to the **Limit of Indemnity** except where **Legal Proceedings** are brought in a court of law in the **USA** or in a court of law outside the **USA** to enforce a judgment made therein, whether by way of reciprocal agreement or otherwise, where the **Limit of Indemnity** shall include **Legal Costs**.

### A2.2 Extensions

The indemnity provided by this Section 2 (Public & Products Liability) includes the following Extensions

#### A2.2.1 Indemnity to Others

The **Insurer** will indemnify those persons outlined in (a) to (f) below as if they were the **Insured** to the extent specified within A.2.1.1 (Insuring Agreement) and below:

- (a) the **Insured's** executor, administrator or personal representative but only in respect of liability incurred by the **Insured**;
- (b) any principal whilst engaged in the course of the **Insured's Business** but only to the extent required by the contract and only in respect of liability for which the **Insured** would have been entitled to indemnity if the claim had been made against the **Insured**;
- (c) any partner, director, **Employee**, or any former partner, director or **Employee** of the **Insured** but only in respect of liability for which the **Insured** would have been entitled to indemnity if the claim had been made against the **Insured**;

- (d) any officer, committee member, **Employee**, paid or voluntary helper, member or family of a member of the **Insured's** social, sports, welfare or theatrical organisations or clubs, first aid, fire or ambulance services or security services in their respective capacity as such;
  - (e) any director, partner or executive of the **Insured** in respect of liability for private work undertaken by an **Employee** for such director, partner or executive with the consent of the **Insured**;
  - (f) any officers or trustees of the **Insured's** pension scheme(s) but only in respect of liability for which the **Insured** would have been entitled to indemnity if the claim had been made against the **Insured**;
- but in respect of (c) to (f) above the **Insurer** will not provide an indemnity:
- (i) if such party is entitled to indemnity under any other insurance or from any other source;
  - (ii) unless the Insurer shall have the sole conduct and control of all claims.

#### A2.2.2 Compensation for Court Attendance

The **Insurer** will pay to the **Insured** compensation in respect of the persons stated below when absent from work to attend any civil, criminal, tribunal, conciliation, arbitration, fatal inquiry or pre-trial conference proceedings at the **Insurer's** request at the following rates per day:

- (a) directors, partners or executives of the **Insured** – EUR750
- (b) **Employees** – EUR500

Such amounts will be paid in addition to the **Limit of Indemnity** stated in the **Policy** Schedule.

#### A2.2.3 Criminal Legal Expenses

Where the **Insurer** has a reasonable expectation of having a financial interest in the outcome of the relevant criminal proceedings, the **Insurer** will indemnify the **Insured** in respect of **Criminal Legal Expenses** up to the **Limit of Indemnity** specified for **Criminal Legal Expenses** under this Extension A2.2.3 (Criminal Legal Expenses) as stated in the **Policy** Schedule relating to a breach or alleged breach of:

- (a) the Safety Health and Welfare at Work Act 2005
- (b) the Food Safety Act Authority of Ireland Act, 1998
- (c) Liability for Defective Products Act 1991 or
- (d) any other law applicable to the **Insured** in respect of:
  - (i) the health and safety of persons other than **Employees**;
  - (ii) work undertaken or the supply of goods and services; or
  - (iii) the ownership or occupation of property.

The **Limit of Indemnity** specified for **Criminal Legal Expenses** under this Extension A2.2.3 (Criminal Legal Expenses) is in addition to the **Limit of Indemnity** specified for, and applicable to, this Section 2 (Public & Products Liability).

#### A2.2.4 Contingent Motor

Notwithstanding Exclusion A2.3.1 (Motor Liability) of Section 2 (Public & Products Liability), the **Insurer** will indemnify the **Insured** for legal liability to pay damages or compensation and **Legal Costs** in respect of **Personal Injury** or **Property Damage** happening during the **Period of Insurance** within the **Policy Territory** and arising out of the use of any motor vehicle:

- (a) not owned or leased by the Insured but being used in connection with the Business;
- (b) owned or leased by the Insured and being used in unauthorised circumstances; or
- (c) by or on behalf of any person to whom the motor vehicle is lent leased or hired in connection with the **Business** where such person has failed to arrange insurance cover.

This Extension A2.2.4 (Contingent Motor) shall not apply in respect of:

- (i) Property Damage to any such motor vehicle or its contents;
- (ii) **Personal Injury** or **Property Damage** happening in the **USA** or Canada other than in respect (c) where the indemnity provided will only apply excess of USD2,000,000 or the limit of insurances whichever is the higher;
- (iii) where indemnity is provided under any other insurance or from any other source.

#### A2.2.5 Overseas Personal Liability

The **Insurer** will indemnify the **Insured** and if the **Insured** requires any director, partner or **Employee** of the **Insured** or spouse or partner or dependent family member of any such person accompanying them for legal liability to pay damages or compensation and **Legal Costs** in respect of **Personal Injury** or **Property Damage** happening during the **Period of Insurance** within the **Policy Territory** and incurred in a personal capacity by such individuals during temporary visits outside their normal country of residence in connection with the **Business** provided always that cover will not apply to liability:

- (a) arising out of the ownership or occupation of land or buildings; or
- (b) where indemnity is provided by any other insurance or from any other source.

#### A2.2.6 Unauthorised Movement of Vehicles

The **Insurer** will indemnify the **Insured** for legal liability to pay damages or compensation and **Legal Costs** in respect of **Personal Injury** or **Property Damage** happening during the **Period of Insurance** within the **Policy Territory** arising from the movement by **Employees** of any vehicles not being the property of the **Insured** where such movement is necessary to prevent the interference of the performance of the **Business** other than where the **Insured** is responsible for the insurance or equivalent security of the vehicles.

#### A2.2.7 Legionella

Notwithstanding Exclusion A2.3.7 (Pollution), the **Insurer** will indemnify the **Insured** for all sums which the **Insured** shall become legally liable to pay for:

- (a) damages or compensation; and
- (b) Legal Costs

in respect of **Bodily Injury** happening during the **Period of Insurance** within the **Policy Territory** and caused by the discharge, dispersal, release or escape of legionella bacteria from any premises owned, leased, rented or temporarily occupied by the **Insured** other than:

- (i) when liability is assumed under contract or agreement unless such liability would have attached in the absence of such contract;
- (ii) where the Insured has failed to take reasonable precautions to comply with relevant Health and Safety Regulations
- (iii) claims in respect of Bodily Injury happening in the USA or Canada; or
- (iv) any action for damages brought against the Insured in a court of law in the USA or Canada or in a court of law outside the USA or Canada to enforce a judgment made therein.

#### A2.2.8 Member to Member Liability

The **Insurer** will indemnify any member of the **Insured's** social, sports or welfare organisations for all sums which the member becomes legally liable to pay as damages or compensation and **Legal Costs** in respect of

**Personal Injury** to any other member or **Property Damage** happening during the **Period of Insurance** within the **Policy Territory** whilst undertaking such social, sports or welfare activities provided that the member is not already insured under any other insurance.

#### A2.2.9 Vendor's Liability

At the request of the **Insured** the **Insurer** will indemnify a **Vendor** but only in respect of legal liability to pay damages or compensation and **Legal Costs** in respect of **Personal Injury** or **Property Damage** happening during the **Period of Insurance** within the **Policy Territory** and arising out of the sale or distribution of the **Insured's Products** but this Extension A2.2.9 (Vendor's Liability) shall not apply to liability arising from or to:

- (a) any express warranty unauthorised by the Insured;
- (b) any physical or chemical change in the form of the Product made intentionally by the Vendor;
- (c) repacking unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the Insured and then repacked in the original container;
- (d) demonstration, installation, servicing or repair operations except demonstration performed at the Vendor's premises in connection with the sale of the Product;
- (e) Products which after distribution or sale by the Insured have been labelled or re-labelled or used as a container part or ingredient of any other thing or substance by or for the Vendor; or
- (f) any person or organisation from whom the Insured has acquired such Products or ingredient, parts or containers accompanying or containing such Products.

#### A2.2.10 Data Protection Acts Legislation

**The indemnity provided by this Extension operates on a claims made and reported basis.**

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that the **Insurer** will indemnify the **Insured** under Section 2 (Public Liability & Products Liability) and if the Insured requires any **Employee** for their liability to pay compensation and **Legal Costs** in respect of a claim by any person other than an **Employee** for damage arising under Article 82 of the EU General Data Protection Regulation (2016/679) and Section 117 of the Data Protection Act 2018 and any subsequent legislation that alters, repeals or replaces the Data Protection Act 1998 - 2018 (the DPA) provided that the **Insured** has written policies and procedures which it can demonstrate ensures compliance with their obligations under the General Data Protection Regulation and the DPA, to include compliance with any guidance set out by the Data Protection Commission;

**Provided always that the Insurer will not provide indemnity against any claim or claims**

- (a) arising from a deliberate or intentional act or omission by a party entitled to claim (including any Employee, servant or agent of a party entitled to claim) under this Policy who knew they would be breaching the DPA and any subsequent legislation that alters, repeals or replaces the DPA
- (b) in respect of any order under the DPA and any subsequent legislation that alters, repeals or replaces the DPA) for the cost of rectifying, rewriting, erasing data or restricting processing of data;
- (c) for any fines or penalties of any kind;
- (d) arising from the recording, processing or provision of data for reward or the determining of the financial status of a person;
- (e) which arise out of circumstances previously notified to insurers or known to the Insured at inception of this policy;
- (f) liability for which indemnity is provided under any other more specific insurance or Cyber Policy or from any other source or to the extent that cover is provided elsewhere in this Policy;
- (g) arising out of any Occurrence happening in the USA or Canada;

- (h) in respect of which the action for damages brought against the Insured in a court of law in the USA or Canada or in a court of law outside the **USA** or Canada to enforce a judgement made therein.

**It is further provided that:**

- (i) The maximum liability of the **Insurer** will not exceed €1,000,000 in the aggregate inclusive of all **Legal Costs** and expenses in respect of all claims made in any one **Period of Insurance**.
- (ii) This extension will not serve to increase any of the **Limits of Indemnity** set out in the Schedule of this **Policy**

#### A2.2.11 Joint Ventures

The **Insurer** will indemnify the **Insured** and no other party or parties for legal liability to pay damages or compensation and **Legal Costs** in respect of **Personal Injury** or **Property Damage** happening during the **Period of Insurance** within the **Policy Territory** and arising from the **Insured's** interest in any joint venture provided always that:

- (a) the Insured shall notify the Insurer in writing of such joint venture as soon as practicable and in any event within thirty (30) days of the inception of such joint venture and the Insurer shall have the right to change the terms and conditions of the Policy, accept or deny cover at the time of such notification and to establish a separate rate and premium for any such cover;
- (b) this Policy shall only apply to any claim which by virtue of limitations in cover is not payable under any other valid insurance applicable to such joint venture but which would not be excluded by the terms of this Policy;
- (c) the liability of the Insurer in respect of any claim under this Policy shall be limited to the product of:
- (i) the amount of such claim; and
  - (ii) the percentage interest of the Insured in such joint venture

subject always to the **Limit of Indemnity** stated in the **Policy** Schedule.

Where that percentage interest or percentage of liability is not stated in writing the percentage to be applied shall be that which would be imposed by law at the inception of the joint venture. Such percentage shall not be increased by the insolvency of others interested in such joint venture.

The **Insurer** shall not be liable to make any payment under this Extension A2.2.11 (Joint Ventures) for:

- A claims by the partners in the joint venture against one another;
- B claims by or on behalf of the joint venture against the **Insured**; or
- C **Property Damage** to property brought into the joint venture

### A2.3 Exclusions

The following Exclusions are applicable in respect of the whole of Section 2 (Public & Products Liability).

The **Insurer** shall not provide any cover under this Section 2 (Public & Products Liability) in respect of liability arising from:

#### A2.3.1 Motor Liability

the ownership, possession or use under the control of the **Insured** of any **Motor Vehicle** whilst being used in such manner as to render the **Insured** responsible for insurance under the provisions of any legislation governing the use of **Motor Vehicles** but this Exclusion A2.3.1 (Motor Liability) shall not apply to liability:

- (a) arising beyond the limits of any carriageway or thoroughfare by the loading or unloading of any Motor Vehicle;
- (b) caused by any self-propelled, mechanical plant or any machinery or apparatus attached thereto whilst working as a tool of trade;

- (c) arising out of any Motor Vehicle temporarily in the custody of the Insured for the purposes of parking; or
- (d) for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any Motor Vehicle or of the load carried thereon

where such liability does not require compulsory insurance by legislation governing the use of any **Motor Vehicle**.

### A2.3.2 Employers Liability

any **Personal Injury** to an **Employee** arising out of and in the course of their employment or engagement.

### A2.3.3 Aircraft/Watercraft

the ownership or possession or use by the **Insured** of any:

- (a) aircraft or aerial device for travel through air or space;
- (b) water-going vessel or craft other than those vessels used where the Insured is responsible for insurance and where such vessels do not exceed (20) metres in length;
- (c) hovercraft or hydrofoil.

### A2.3.4 Custody or Control

**Property Damage** to property belonging to the **Insured** or in the **Insured's** custody or control other than:

- (a) Employees' and/or guests' and/or visitors' property (including vehicles and contents);
- (b) premises and their contents not owned or rented by the Insured but which are temporarily occupied by the Insured in connection with the Insured's Business;
- (c) waste skips, containers and the like being loaded and unloaded in connection with the Insured's Business;
- (d) premises (including contents, fixtures and fittings) leased or hired or rented to the Insured in the course of the Business but excluding:
  - (i) liability assumed by the Insured under a contract or agreement that would not have attached in the absence of such contract or agreement; or
  - (ii) liability for which indemnity to the Insured is provided under any other insurance or from any other source;
- (e) any vehicle whilst being moved in accordance with Extension A2.2.6 (Unauthorised Movement of Vehicles).

### A2.3.5 Working on Property

**Property Damage** to that part of any property upon which the **Insured** is or has been working where such **Property Damage** is the direct result of such work.

### A2.3.6 Professional Advice and Design for a Fee

professional advice, design, service or specification provided for a fee and not connected with the supply or intended supply of the **Insured's Products** other than:

- (a) claims for **Personal Injury** or **Property Damage**; and
- (b) the failure by an **Employee** employed to provide medical advice, first aid or other medical assistance at the **Insured's** premises.

### A2.3.7 Pollution

- (a) **Pollution**; or
- (b) the cost of cleaning up, testing for, monitoring, removing, containing, treating, detoxifying or neutralising any **Pollution Conditions** or their effects whether or not performed by the **Insured** or others.

This Exclusion A2.3.7 (Pollution) will not apply if such **Pollution Conditions** or **Pollution**:

- (i) was sudden, unintended and unexpected and occurred in its entirety at a specific time and place from one **Occurrence** which would otherwise give rise to liability under this Section 2 (Public & Products Liability); and
- (i) did not occur in the **USA** or Canada; and
- (ii) did not relate directly or indirectly to legionella bacteria.

### A2.3.8 Damage to Products, Recall and Repair

- (a) **Property Damage** to any of the **Insured's Products** if such **Property Damage** is attributable to any known or suspect defect or deficiency therein;
- (b) the costs of recalling, replacing, repairing or removing the **Insured's Products** as a result of any known or suspected defect or deficiency; and
- (c) the cost of rectifying defective work.

### A2.3.9 Aircraft Products

**Products** knowingly supplied for use or installation in or on any aircraft or aerial device which could affect the navigation or flying capabilities or safety of such aircraft or aerial device.

### A2.3.10 Contractual Liability

liability assumed under any contract or agreement in respect of:

- (a) **Personal Injury** or **Property Damage** arising from or caused by **Products**;
- (b) **Property Damage** to contract or temporary works executed by the **Insured**

unless such liability would have attached in the absence of such contract or agreement or is implied at law.

### A2.3.11 Financial Loss

any **Financial Loss**.

### A2.3.12 Personal Injury (Other than Bodily Injury)

- (a) acts committed or materials first published prior to commencement of this Policy;
- (b) acts committed after the expiry date of this Period of Insurance;
- (c) a criminal act committed by or at the direction of the Insured;
- (d) liability assumed under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- (e) libel, slander and defamation of character
  - (i) committed in the **USA** or Canada;
  - (ii) in respect of any action for damages brought against the Insured in a court of law in the **USA** or Canada;other than in respect of **Advertising Injury**.
- (f) Advertising Injury in respect of
  - (i) any breach of a contract other than a breach of an implied contract arising from the unauthorised appropriation of advertising ideas;
  - (ii) the infringement of copyright, patent, trademark, trade secret or other intellectual property rights but this Exclusion A2.3.12 (Personal Injury (Other than Bodily Injury)) does not apply to infringement of

copyright, trade dress or slogan used in connection with goods, Products or services sold offered for sale or advertised by the Insured;

- (iii) the incorrect description or mistake in the advertised price of goods, Products or services sold or offered for sale by the Insured;
- (iv) the failure of goods, Products or services to conform with advertised quality performance or standards;
- (v) any Insured whose business is:
  - a) advertising, broadcasting, publishing or telecasting;
  - b) designing or determining content of web-sites for others; or
  - c) an internet search, access, content or service provider.

For the purposes of this Exclusion, A2.3.12 (Personal Injury (Other than Bodily Injury)), the placing of frames, borders or links, or advertising, for the **Insured** or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

- (vi) any electronic chatroom or bulletin board the Insured hosts, owns, or over which the Insured exercises control;
- (vii) the unauthorised use of another's name or product in an e-mail address, domain name or meta tag, or any other similar tactics to mislead another's potential customers;
- (viii) any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that prohibits or limits the sending, transmitting or communicating of material or information

For the avoidance of doubt, this Exclusion A2.3.12 (Personal Injury (Other than Bodily Injury)) applies to **Personal Injury** other than **Bodily Injury**.

### A2.3.13 Data Related Liability

The **Insurer** shall not provide any cover under this Section 2 – Public & Products Liability arising out of, based upon or attributable to or in any way involving, directly or indirectly:

- (a) any access to or disclosure of any person's or organisation's confidential or personal information, including any **Personally Identifiable Information**, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
- (b) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any **Computer System** or **Electronic Data**; and
- (c) any notification costs, credit monitoring expenses, forensic expenses, public relations expense or any other loss, cost or expense incurred arising out of (a) or (b) above.

However, this Exclusion does not apply to any indemnity payable under this **Policy** for **Bodily Injury or Property Damage** arising out of, based upon or attributable to the events in A2.3.13 (a) and A2.3.13 (b) above.

## A2.4 Additional Provisions

### A2.4.1 Mixing or Blending

For the purpose of this Section 2 (Public & Products Liability) **Property Damage** will be deemed to include events where third party products are lost or destroyed as a direct result of their incorporation into a **Composite Product** and such **Composite Product** created or produced is immediately defective.



However, the **Insurer** shall not provide any cover under this Section 2 (Public & Products Liability) in respect of liability arising from:

- (a) liability that is covered elsewhere within Section 2 (Public & Products Liability) of this Policy;
- (b) any latent defect or deficiency in any Composite Product caused as a direct result of Mixing or Blending;
- (c) the mixing or blending of a Product free from defects or deficiencies with a third party product that is defective or deficient;
- (d) the incorrect mixing or blending of a Product with a third party's product(s);
- (e) any mixing or blending of a Product with a third party's product(s) where such product(s) remain separate and divisible;
- (f) any and all containers, labels, instructions and packaging materials associated with a Product or Composite Product;
- (g) an act of fraud or dishonesty by the Insured;
- (h) deliberate deviations on the part of the Insured from legal requirements, regulations, parameters or warnings by any governmental or similar empowered authority or from the written instructions, parameters or conditions issued by the manufacturer, distributor, purchaser, user or ultimate user;
- (i) non-performance, non-completion, delay, financial default or insolvency of the Insured;
- (j) any indirect loss or damage or any loss of business opportunities or damage to reputation or goodwill; or
- (k) any claim made against the Insured by any other persons entitled to indemnity under this Section 2 (Public & Products Liability) or any subsidiary or parent company of the Insured.

## A2.5 Hot Work Away Condition Precedent

It shall be a Condition Precedent to any liability on the part of the **Insurer** under Section 2 (Public & Products Liability), that each and every precaution set out below shall be fully complied with, insofar as reasonably practicable, on each and every occasion where the **Insured** or subcontractors working for the **Insured** are engaged in the use of Hot Work, away from any premises owned leased or rented by the **Insured**.

Hot Work includes but shall not be limited to the use of

- (a) gas and electrical powered welding, burning or cutting equipment;
- (b) blow lamps, blow torches grinding equipment and vessels for heating of bitumen or bituminous compounds.

For the purposes of this endorsement, **Hot Work Area** is defined as meaning:

- (a) an area of space within a 10 metre radius, vertically as well as horizontally, of any Hot Work which involves any use of gas and electrical powered welding, burning or cutting equipment; or
- (b) an area of space within a 3 metre radius, vertically as well as horizontally, of any Hot Work which involves any use of blow lamps, blow torches, grinding equipment and vessels for heating of bitumen or bituminous compounds.

### Safety Precautions

The following safety precautions are applicable to all Hot Work away from any premises owned, leased or rented by the **Insured** are as follows:

- (a) Before Hot Work commences, the occupier of the premises must be informed of the proposed safety precautions and asked for specific authority to proceed. A Hot Work Permit must be completed either in the form attached at Appendix A or in a similar form presented by the occupier, provided always that the completion of the Hot Work Permit shall not vary or waive any of the undertakings or conditions precedent contained herein.
- (b) The **Hot Work Area** is to be cleared of loose or exposed combustible or flammable material or liquids. If such combustible material or liquids cannot be removed, they should be protected with flameproof covers to floors, walls, ceilings, roofs and ducts. Partitions made of combustible material are also to be protected with flameproof covers.
- (c) Openings in floors, walls, ceilings, roofs or ducts within the **Hot Work Area** are to be closed, covered, sealed or otherwise rendered impervious to the passage of fire.

- (d) Before applying heat to metal or other conducting material, which is built into or projects through walls, partitions, cavities, ceilings or floors, roofs or ducts, an examination is to be made to ensure that there is no combustible material in hazardous proximity to such metal or conducting material, which may be ignited by direct or conducted heat.
- (e) No Hot Work is to be carried out
  - (i) in atmospheres which are potentially explosive through the presence of vapours or dusts;
  - (ii) in areas where flammable fluids and/or flammable materials are not totally enclosed or where processes incorporating the same are not shut down;
  - (iii) on metal or other conducting materials in contact with combustible walls, partitions, cavities, ceilings floors, roofs or ducts if close enough to cause ignition by conduction or direct heat.
- (a) Throughout the period of Hot Work and throughout the period of examination after termination of work referred to in precaution (h), a fire extinguisher of a suitable capacity and type having regard to the area at risk shall be kept available for immediate use.
- (b) All persons engaged in the Hot Work shall be made aware of the location of all fire fighting equipment
- (c) Where the Hot Work involves any use of gas and electrical powered welding burning or cutting equipment a responsible **Employee** of the **Insured** or of the occupier of the premises shall be appointed to act solely as fire prevention officer/fire watcher and is to be present at all times when Hot Work is carried out
- (d) The **Insured** must ensure that all fire protection controls remain effective during the period of Hot Work.
- (e) Such fire protection controls are to include but not be limited to fire doors being closed sprinkler systems remaining operable and where there is a risk of explosive atmospheres forming ventilation must be maintained whilst ensuring this does not promote fire spread
- (f) The **Insured** must ensure that a thorough examination is made in and about the **Hot Work Area** including behind walls partitions ceilings roofs or floors during operations.
- (g) The same examination must be continuously carried out for a minimum of 60 minutes after any termination of any Hot Work before the **Hot Work Area** can be left unattended by the **Insured**.
- (h) Hot Work equipment when lit or naked flames shall never be unattended for any period of time.
- (i) Blow lamps and blow torches shall only be filled in the open.
- (j) Vessels for heating of bitumen or bituminous compounds shall only be used in the open and shall be continuously attended whilst heating is taking place.

Without prejudice to the generality of any of the foregoing, the **Insured** shall take all reasonable care to prevent accidents and act in accordance with all generally accepted safe working practices and all applicable statutory obligations and regulations.

## Section 3 – Product Recall

This Section details what **Product Recall Costs** are covered by the **Insurer** subject to the terms and conditions of this **Policy** and any additional terms and conditions applicable to this Section 3 (Product Recall).

### A3.1 Cover

#### A3.1.1 Insuring Agreement

The **Insurer** will reimburse the **Insured** for **Product Recall Costs** incurred as a direct result of a **Product Recall** first occurring during the **Period of Insurance**.

Any **Product Recall** reported up to thirty (30) days after the expiry of the **Period of Insurance** but which first commenced during the **Period of Insurance** will also be considered reported during the **Period of Insurance** but this will not serve to increase the **Limit of Indemnity** stated in the **Policy** Schedule.

The liability of the **Insurer** is limited to **Product Recall Costs** incurred within the twelve (12) month period immediately after the commencement of the **Product Recall**.

#### A3.1.2 Limit of Indemnity

The **Limit of Indemnity** stated in the **Policy** Schedule for this Section 3 (Product Recall) is the maximum amount payable by the **Insurer** in respect of any one **Product Recall** and is also the maximum amount payable by the **Insurer** in the aggregate for all **Product Recall(s)** during any one **Period of Insurance** subject to the **Co-Insurance** as stated in the **Policy** Schedule applicable to this Section 3 (Product Recall).

### A3.2 Additional Definitions

The following words and expressions in bold in this Section 3 (Product Recall) have the following meaning. These definitions are applicable solely to this Section 3 (Product Recall).

#### A3.2.1 Governmental Recall

- (a) an official order issued by government or authorised body requiring a **Product Recall**; or
- (b) where all government or regulatory recall criteria have been satisfied and an order requiring **Product Recall** is imminent.

#### A3.2.2 Product Recall

the withdrawal, recall or **Governmental Recall** of any **Product** from the stream of commerce because of:

- (a) a known or suspected defect, deficiency or inadequacy of any **Product**; or  
accidental or unintentional contamination, impairment or mislabelling of a **Product**, or any adverse publicity implying such, which occurs during or as a result of its production, preparation, manufacture, processing, blending, mixing, compounding, packaging or distribution  
which creates a condition which if used or consumed would result in Bodily Injury (in the event the **Product** is intended for human consumption, the Bodily Injury must manifest itself within three hundred and sixty (360) days of consumption) or Property Damage; or
- (b) any actual, alleged, threatened, intentional, malicious or wrongful alteration of the **Product** by any person so as to render it unfit, dangerous for its intended use or create such an impression to the public provided that such **Product** was first introduced into the stream of commerce after the first day of the **Period of Insurance** and was no longer in the physical possession of the **Insured**, its agents or **Employees**.

#### A3.2.3 Product Recall Costs

reasonable and necessary costs and expenses incurred within the twelve (12) month period immediately after the commencement of a **Product Recall**:

- (a) by the **Insured** or by the **Insured's Product** distributors for which the **Insured** is legally liable for the purpose of executing a **Product Recall**, including reasonable costs incurred to destroy affected **Products**;
- (b) by the **Insured** for the purpose of restoring any recalled **Product** to merchantable quality or replacing any recalled **Product** that has been destroyed, is unfit for sale or for its original use, with a product of similar value; or
- (c) by the **Insured** for product safety, security or public relations consultants or advisers hired with the **Insurer's** prior written consent to assist the **Insured** in responding to a **Product Recall**.

In the event that the **Product** becomes a part of a product manufactured, distributed or handled by one of the **Insured's** customers, this **Policy** shall apply to **Product Recall Costs** (a) and (b) above for such **Products** only if the **Insured** becomes legally obligated to reimburse the customer for such costs. The amount the **Insurer** will pay to the **Insured** for customer's costs as described above will not exceed the reasonable costs the **Insured** would have incurred in recalling the aforementioned customer's products.

### A3.3 Exclusions

The following Exclusions are applicable in respect of this Section 3 (Product Recall).

The **Insurer** shall not provide any cover under this Section 3 (Product Recall) for **Product Recall Costs** arising from:

#### A3.3.1 Product Deterioration

the natural deterioration, decomposition or transformation of the chemical structure of any **Product** including any combination or interaction among ingredients, components or packaging other than as a direct result of an act, error or omission in the manufacturing of the **Product**.

#### A3.3.2 Product Procedure Failure

a failure by anyone to adhere to procedures prescribed by the **Insured** regarding the storage, consumption or use of the **Product**.

#### A3.3.3 Governmental Regulation

any:

- (a) intentional violation by the **Insured** of any governmental or regulatory requirements in connection with the:
- (b) testing, manufacturing, storage, distribution or sale of any **Product**;
- (c) use of any ingredients, components or packaging in the manufacturing process which have been previously banned or declared unsafe by any governmental or regulatory body; or
- (d) maintenance of adequate documentation of the manufacturing process in compliance with any governmental or regulatory standards;
- (e) changes in governmental regulations or public perceptions in respect of the safety of any **Product**; or
- (f) **Product** which has been banned from the market by any authorised governmental or regulatory body prior to the Period of Insurance or distributed or sold by the **Insured** subsequent to any governmental or regulatory ban.

#### A3.3.4 Design Costs

costs associated with the expense to design, redesign, engineer, re-engineer, recalibrate or retool any **Product**.

#### A3.3.5 Efficacy

a **Product Recall** that is initiated due to the failure of the **Product** to accomplish its intended purpose including any breach of warranty of fitness whether written or implied.

#### A3.3.6 Shelf life

a **Product Recall** that is initiated due to the expiration of the designated life of the **Product**.

#### A3.3.7 Land Lawn Crops and Livestock

any loss involving land, water or growing crops or lawns, crop failure or loss of livestock.

#### A3.3.8 Accidental Contamination

any loss arising out of:

- (a) bioengineering, genetic engineering or genetic modification of any **Product**;
- (a) hormone treatment of any **Product**;
- (b) irradiation of any **Product**;
- (c) transmissible spongiform encephalopathy (TSE); or
- (d) carcinogens regardless of whether such carcinogens are shown to have other non-carcinogenic effects.

#### A3.3.9 Vehicles/Aircraft

the manufacture, sale or supply by the **Insured** of any automobile, motorcycle, bus or truck or any craft made or intended to be airborne or any **Products** which are incorporated into any automobile, motorcycle, bus or truck or any craft made or intended to be airborne.

#### A3.3.10 Illegal Acts

the Illegal act(s) of any of the **Insured's** directors, officers or trustees.

#### A3.3.11 Known Defects

any matter which:

- (a) any partner, officer or director of the **Insured** or **Employee** had actual or constructive knowledge of prior to the **Period of Insurance**;
- (b) occurs after any partner, officer or director of the **Insured** or **Employee** has knowledge of a defect or deviation in the production, preparation or manufacturing of the **Product** or circumstance(s) which have resulted or are reasonably likely to result in such deviation or defect and the **Insured** has failed to take reasonable corrective action; or
- (c) the **Insured** could have reasonably expected to produce a claim under this Section 3 (Product Recall).

#### A3.3.12 Emotional Distress

mental injury, mental anguish, nervous shock or emotional distress.

#### A3.3.13 Competitors' Products

a product of a competitor that is similar to the **Products** or arising out of a recall of any competitor's product that is similar to the **Products**.

#### A3.3.14 Changes in Tastes

any change in customer tastes, competitive environment, economic conditions, population, or seasonal sales variations.

### A3.3.15 Supply of Incorrect Product

the supply or delivery by the **Insured** of an incorrect **Product**.

### A3.3.16 Investigation Costs

any investigation brought by or on behalf of or instigated or continued with the solicitation, assistance, participation or intervention of any governmental or regulatory body whether directly or indirectly and whether brought in its capacity as a receiver, conservator, liquidator, securities holder or assignee of the **Insured**. This includes any **Legal Costs** related to any such governmental or regulator claim, loss or investigation.

### A3.3.17 Contractual Liability

liability assumed by the **Insured** in a contract or agreement that the **Insured** would not have had in the absence of the contract or agreement.

### A3.3.18 Other Insurance

any loss which the **Insured** is entitled to indemnity under any other product recall insurance.

## A3.4 Additional Provisions

### A3.4.1 Particulars of Costs - Section 3 (Product Recall)

The **Insured** will submit to the **Insurer** within ten (10) days of the **Product Recall** an initial written statement of **Product Recall Costs** stating the full particulars of the costs incurred and the **Insured's** initial calculations and projections of the elements and composition of the costs.

Whether or not any partial payments have been made, a final statement of costs stating the full particulars of the costs incurred and the **Insured's** final calculations together with full supporting documentation must be submitted to the **Insurer** in writing no later than twelve (12) months after the commencement of the **Product Recall**.

### A3.4.2 Cross Liabilities

General Provision E6 (Cross Liabilities) does not apply to this Section 3 (Product Recall).

### A3.4.3 Salvage and Examination

The **Insured** shall as often as may be reasonably required:

- (a) exhibit to any person designated by the **Insurer** all affected **Products** whether salvageable or otherwise;
- (b) submit to examinations under oath by any person named by the **Insurer**; and
- (c) produce for examination all books of account, vouchers, bills, invoices, schedules, accounting information and any documentation relating to the calculation of the claim submitted or certified copies of the same at such reasonable time and place as may be designated by the **Insurer** and shall permit extracts and copies thereof to be made.

Any salvage or other recovery, after expenses incurred in salvage or recoveries are deducted, will accrue entirely to the benefit of the **Insurer** until the sum paid by the **Insurer** has been recovered. In case of damage to property bearing a brand name or trademark or which in any way carries or implies the guarantee or the responsibility of the **Insured**, the salvage value of such damaged property will be determined after removal of all such brand names or trademarks or other identifying characteristics the costs of which will be borne by the **Insured**. The **Insured's** goodwill and public image will be considered in determining whether any **Product** should be involved in salvage recovery. The **Insurer's** right to salvage will not be unreasonably restricted by the **Insured**. The **Insured** will have full right to the possession of all goods involved in any **Product Recall** and will retain control of all damaged goods. There shall be no abandonment of any property to the **Insurer**.

## Section 4 – Employment Related Accident Benefits (ERAB)

This Section 4 (ERAB) is only operative if Section 1 (Employers' Liability) is covered in the **Policy** Schedule.

This Section 4 (ERAB) details what ERAB are covered by the **Insurer** and what ERAB are not covered subject to the terms and conditions of this **Policy** and any additional definitions and provisions applicable to this Section 4 (ERAB).

### A4.1 Cover

#### A4.1.1 Insuring Agreement

If during the **Period of Insurance** an **Insured Person** suffers an accident which:

- (a) within two (2) years of the date of the accident is the sole cause of death, disablement or Burns (as more fully described in items 1 – 6 below); and
- (b) in the Insurer's reasonable opinion would be indemnified under Section 1 (Employers' Liability) in the event of a claim,

the **Insurer** will, upon notification of such injury to the **Insurer**, pay to the **Insured** the relevant **Sum Insured** stated in A4.1.2 (Schedule of Benefits) below.

#### A4.1.2 Schedule of Benefits

<b>Benefits:</b>	<b>Euro Sum Insured</b>
Item 1 Death .....	25,000
Item 2 <b>Permanent Total Disablement</b> from any occupation .....	25,000
Item 3 <b>Permanent Loss of Limb, Loss of Sight or Loss of Hearing</b> .....	25,000
Item 4 Loss of one eye, one hand or foot, or loss of speech .....	12,500
Item 5 Full thickness <b>Burns</b> over more than 27% of the body .....	5,000
Item 6 Complete loss of all fingers on one hand or loss of toes on one foot.....	2,500

#### A4.1.3 Limitation of Benefits

##### (a) **Insured Person Limit**

The maximum amount the **Insurer** will pay to the **Insured** in respect of items 1-6 of A4.1.2 (Schedule of Benefits) inclusive arising out of any one claim shall not exceed Euro 25,000 for each **Insured Person** irrespective of how many benefits might be applicable.

##### (b) **Aggregate Limit**

The maximum amount the **Insurer** will pay to the **Insured** under this Section 4 (ERAB) caused by or consequent upon the same original circumstance is Euro 250,000 for all **Insured Persons** sustaining injury in respect thereof. In the event of a claim exceeding the aggregate limit the **Sum Insured** per **Insured Person** shall be proportionately reduced accordingly.

### A4.2 Additional Definitions

The following words and expressions in bold in this Section 4 (ERAB) have the following meaning. These definitions are applicable solely to this Section 4 (ERAB):

#### A4.2.1 Insured Person

any person under a contract of employment or apprenticeship with the **Insured**.

#### A4.2.2 Burns

2<sup>nd</sup> or 3<sup>rd</sup> degree full-thickness burns.

#### A4.2.3 Loss of Limb

loss by physical separation of the four fingers at or above the metacarpophalangeal joint or of a foot at or above the ankle and includes total and irrecoverable loss of use of any hand, arm or leg.

#### A4.2.4 Loss of Hearing

total and permanent loss of hearing.

#### A4.2.5 Loss of Sight

permanent and total loss of sight:

- (a) in both eyes if the Insured Person is on or is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- (b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

#### A4.2.6 Loss of Speech

total and permanent loss of speech.

#### A4.2.7 Permanent Total Disablement

disablement which causes the **Insured Person**:

- (a) to be absent from employment with the **Insured** which lasts twelve (12) calendar months; and
- (b) in the **Insurer's** opinion to be unlikely to ever work in or attend to any regular remunerative work for which they are reasonably fitted by education training or experience.

#### A4.2.8 Sum Insured

the amounts shown in item 1-6 of A4.1.2 (Schedule of Benefits) applicable to this Section 4 (ERAB).

### A4.3 Exclusions

The following Exclusions are applicable in respect of this Section 4 (ERAB).

The **Insurer** shall not provide any cover or pay any benefit under this Section 4 (ERAB) arising from:

#### A4.3.1 Flying Risks

piloting, navigating or otherwise travelling in or on any craft made or intended to be airborne.

#### A4.3.2 Suicide and Intentional Harm

suicide, attempted suicide or any intentional self-injury.

#### A4.3.3 Illness and Disease

illness and disease which does not result directly from items 1-6 of A4.1.2 (Schedule of Benefits).

#### A4.3.4 Natural Conditions

any naturally occurring condition or degenerative process.

### A4.4 Additional Provisions

#### A4.4.1 Disappearance

If an **Insured Person** disappears during the **Period of Insurance** and the body is not found within six (6) months of disappearance and it is reasonable to believe that death has occurred as a result of **Bodily Injury** the benefit as shown in the Schedule of Benefits will be paid subject to the Limitation of Benefits provided that the **Insured** signs an agreement that if it later transpires that an **Insured Person** has not died any amount paid will be refunded to the **Insurer**.

#### A4.4.2 Severe Weather Conditions

Cover under this Section 4 (ERAB) is deemed to include death or disablement resulting from exposure to severe weather conditions.



---

#### **A4.4.3 Interest on Benefits**

The **Insurer** will not pay interest on any benefit payable.

#### **A4.4.4 Medical Examinations (Items 2-6 of the Schedule of Benefits only)**

An **Insured Person** must undergo as many medical examinations in connection with any claim as the **Insurer** may reasonably require and such medical examinations will be at the expense of the **Insurer**.

## Section 5 – Crisis Containment

Please read the **Policy** Schedule to see if this Section is operative.

This Section 5 (Crisis Containment) details what Crisis Containment fees and costs are covered by the **Insurer** subject to the terms and conditions of this **Policy** and any additional terms and conditions applicable to this Section 5 (Crisis Containment).

### A5.1 Cover

#### A5.1.1 Insuring Agreement

The **Insurer** shall indemnify the **Insured** for reasonable and necessary **Crisis Consultant** fees and costs incurred during the **Crisis Coverage Period** as a direct result of a **Crisis** commencing during the **Period of Insurance** and reported to the **Insurer** immediately when the **Crisis** is known.

#### A5.1.2 Limit of Indemnity

The **Limit of Indemnity** stated in the **Policy** Schedule for this Section 5 (Crisis Containment) is the maximum amount payable by the **Insurer** in respect of any one **Crisis** and is also the maximum amount payable by the **Insurer** in the aggregate for all **Crises** during any one **Period of Insurance** subject otherwise to the **Co-Insurance** as stated in the **Policy** Schedule applicable to this Section 5 (Crisis Containment).

### A5.2 Additional Definitions

The following words and expressions in bold in this Section 5 (Crisis Containment) have the following meaning. These definitions are applicable solely to this Section 5 (Crisis Containment):

#### A5.2.1 Crisis

any decisive, unstable or crucial time in the **Insured's** affairs or **Business** which results from an event under Section 1 (Employers' Liability) or an **Occurrence** under Section 2 (Public & Products Liability) which in the **Insured's** reasonable opinion, if left unmanaged, could give rise to a claim under this **Policy**; and

- (a) directly causes disruption to the **Insured's** normal operations and requires the full time involvement of all of the **Insured's** directors and is likely to have a significant negative impact on the **Insured's** revenue or net worth; or
- (a) has the potential to cause;
  - (i) a decrease of greater than 10% in the value of the **Insured's** shareholding within a forty-eight (48) hour period; or
  - (ii) a 20% negative impact on the **Insured's** revenue over a twelve (12) month period; or
- (c) results in materially negative media reporting which has the potential to directly cause disruption to the **Insured's** normal operations and requires the full time involvement of all of the **Insured's** directors and is likely to have a significant negative impact on the **Insured's** revenue or net worth.

#### A5.2.2 Crisis Consultant

the independent consultant appointed by the **Insurer** for use in connection with a **Crisis**.

#### A5.2.3 Crisis Coverage Period

the period commencing when the **Crisis** is first reported to the **Insurer** and ending thirty (30) days thereafter.

Any **Crisis** arising out of or based upon or attributable to or related to continuous or repeated events shall be deemed to be a single **Crisis**.

### A5.3 Exclusions

The following Exclusions are applicable in respect of this Section 5 (Crisis Containment).

The **Insurer** shall not provide any cover under this Section 5 (Crisis Containment) for any fees and costs arising from:

#### A5.3.1 Industry Changes

circumstances including governmental regulations which affect another country or the industry in which the **Insured** conducts its **Business** activities.

#### A5.3.2 Economic/Social Changes

changes in population, customer taste, economic conditions, seasonal sales variations or competitive environment.

#### A5.3.3 Fraudulent Acts

any fraudulent act committed by any of the **Insured's** senior executives.

#### A5.3.4 Third Party Claims

any claim for injury or damage made by a third party arising out of or in connection with any **Crisis** and any related **Legal Proceedings**.

#### A5.3.5 Intentional Regulatory Violations

any intentional violation by the **Insured's** senior executives of any governmental regulation:

- (a) in connection with the manufacture, sale or distribution of any **Products**; or
- (b) in connection with the use of materials or substances in the manufacturing process which a governmental entity has been banned or deemed certain to result in injury or damage if used; or
- (c) in connection with any services rendered by the **Insured**.

#### A5.3.6 Costs of Proceedings

any costs and expenses of any formal proceedings before any governmental body as a result of a **Crisis**.

#### A5.3.7 Wrongful Detention

any wrongful detention of a senior executive of the **Insured** in order to obtain the performance by the **Insured** of express demands and/or payment of ransom money, any actual or alleged violation of the laws of the host country or a failure to maintain and possess duly authorized and issued required documents and visas unless the **Insurer** determines that such allegations were:

- (a) intentionally false, fraudulent; and
- (b) directed specifically at the **Insured** with a deliberate desire to inflict injury or to inflict economic harm with the intent for it to become known by the **Insured** or the public; and
- (c) made solely to achieve a political, propaganda or coercive effect upon or at the expense of the **Insured's** senior executive.

#### A5.3.8 Market Events

any circumstances that affect a majority of the securities quoted on a stock exchange in which the **Insured** lists its common stock.

## A5.4 Additional Provisions

### A5.4.1 Notification of Claims - Section 5 (Crisis Containment)

The **Insured** will give immediate notice to the **Insurer** of any **Crisis** by telephoning the Crisis Centre Hotline at the telephone numbers listed in the **Policy** Schedule.

Any **Crisis** that meets the following conditions must be reported to the **Insurer** as follows:

- (a) if it results in regional or national media coverage in print or by radio or television or social media and relates to the **Crisis** must be reported to the **Insurer** within twenty-four (24) hours of the media coverage.
- (b) if it results in the filing of a claim or litigation against the **Insured** and relates to the **Crisis** must be reported to the **Insurer** within forty-eight (48) hours of the claim or litigation filing.

If requested by the **Insurer**, the verbal reporting of any **Crisis** must be followed by written detailed notification to the AESA Claims Manager, AIG Europe S.A, 2-8 Altyre Road, Croydon, Surrey CR9 2LG.

The reporting of a **Crisis** does not guarantee that it will be considered a **Crisis** by the **Insurer**.

### A5.4.2. Changes in risk during the Period of Insurance

If during the **Period of Insurance**:

- (a) the **Insured** consolidates with, merges into or sells all or substantially all of its assets to any other person, entity or group of persons or entities acting in unison; or
- (b) any person or entity whether individually or together with any other person or persons, entity or entities acquires an amount of the outstanding shares representing more than 50% of the voting power for the election of directors of the **Insured** or acquires the voting rights of such an amount of such shares

the cover provided under this Section 5 (Crisis Containment) is amended so as to apply only to a **Crisis** arising prior to the effective date of either of the above events. The **Insured** shall give the **Insurer** written notice of either of the above events as soon as practicable but not later than thirty (30) days after such effective date.

## B. GENERAL DEFINITIONS

---

The following words and expressions in bold in this **Policy** have the following meaning. There may be additional definitions under individual coverage Sections applicable solely to those Sections.

### **B1 Adjustment Formula**

the formula agreed by the **Insurer** and the **Insured** for adjusting the **Premium**.

### **B2 Advertising Injury**

- (a) libel, slander, plagiarism or defamation in respect of any oral or written publication of material;
- (b) infringement of intellectual property rights other than copyright, patent or trade secret;
- (c) piracy, unfair competition or idea misappropriation under an implied contract; or
- (d) any invasion of the rights of privacy in respect of any oral or written publication of material committed or alleged to have been committed during the **Period of Insurance** in any publication, advertisement, publicity, article, internet web site activity, broadcast or telecast arising from the **Insured's** advertising activities of the **Insured's Products** which is neither expected nor intended by the **Insured**.

### **B3 Bodily Injury**

- (a) physical injury, death, disease, illness; and
- (b) resultant mental injury, mental anguish or nervous shock.

### **B4 Business**

the **Insured's** business as described in the **Policy** Schedule including:

- (a) premises used by the **Insured** including their repair, maintenance and refurbishment;
- (b) facilities provided for the benefit of **Employees** or their immediate family members;
- (c) emergency services or security services in respect of the **Insured's** business;
- (d) private work by an **Employee** for the **Insured's** directors, partners or senior **Employees**;
- (e) participation in exhibitions or conferences in relation to the **Insured's** business;
- (f) sponsorship of sporting, charity, literary and theatrical events and competitions;
- (g) repair and maintenance of the **Insured's Motor Vehicles**; and
- (h) former activities as declared to and agreed by the **Insurer**.

### **B5 Co-Insurance**

the percentage of a claim under this **Policy** made by the **Insured** as detailed in the **Policy** Schedule which is not covered by the **Insurer** and which reduces the **Limit of Indemnity**.

### **B6 Composite Product**

a product, created or produced as a direct result of **Mixing or Blending**, and which is not owned by or in the possession of the **Insured**.

### **B7 Computer Systems**

means any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information.

### **B8 Criminal Legal Expenses**

all reasonable costs and expenses incurred with the prior written consent of the **Insurer** in the defence of any criminal proceedings or in any appeal against a conviction arising from such proceedings.

**B9 Deductible**

the amount for which the **Insured** is not covered by the **Insurer** as detailed in the **Policy** Schedule and which reduces the **Limit of Indemnity**.

**B10 Electronic Data**

means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CDROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**B11 Employee**

whilst working for the **Insured**

- (a) any person under a contract of employment or apprenticeship with the Insured
- (b) any of the following persons whilst working for the Insured in connection with the Business
  - (i) labour masters, labour only sub-contractors and persons supplied by them;
  - (ii) self-employed (including any person trading as a one-man limited company), voluntary or home workers;
  - (iii) persons hired/borrowed by or to the Insured as an employee including drivers or operators of plant;
  - (iv) persons undertaking work experience;
  - (v) persons on secondment;
  - (vi) persons working under the Community Service by Offenders (Scotland) Act 1978 or similar;
  - (vii) prospective employees who are being assessed by the Insured;
  - (viii) any person deemed to be an employee by a court of law in the United Kingdom; or
  - (ix) former employees re-hired on an internal consultancy basis.

**B12 Endorsement**

an attachment to this **Policy** agreed by the **Insurer** in writing that amends the terms of the **Policy**.

**B13 Financial Loss**

any pecuniary loss, cost or expense that is not in respect of:

- (a) **Personal Injury**;
- (b) **Property Damage**; or
- (c) obstruction, interference with traffic, loss of amenities, nuisance, trespass or interference with any right of light, air, water or easement.

**B14 Hostile Fire**

one which becomes uncontrollable or breaks out from where it was intended to be.

**B15 Insurer**

AIG Europe S.A.

**B16 Insured**

the party detailed in the **Policy** Schedule.

**B17 Legal Costs**

all reasonable costs and expenses:

- (a) incurred by the **Insured** with the **Insurer's** prior written consent;
- (b) recoverable by any claimant from the **Insured**

in relation to the investigation, adjustment, appraisal, defence and appeal or settlement of any claim arising under this **Policy** or any **Occurrence** which may be covered under the relevant Section whether or not such claim is groundless, false or fraudulent;

- (c) incurred by the **Insured** with the **Insurer's** prior written consent, for representation of the **Insured** at proceedings or appeals arising out of an alleged breach of a statutory or common law duty in connection with any claim arising under this **Policy** or any **Occurrence** which may be covered under the relevant Section:
  - (i) in any court;
  - (ii) at any coroner's inquest or fatal injury inquiry or similar hearing;
  - (iii) at any arbitration or conciliation hearings;
  - (iv) at any pre-trial conference;
- (d) otherwise incurred with the prior written consent of the **Insurer** and payable pursuant to the terms of any applicable Extension to this **Policy**.

**B18 Legal Proceedings**

includes any litigation, arbitration, mediation, adjudication or any other process of formal dispute resolution and any appeal.

**B19 Limit of Indemnity**

the amounts detailed in the **Policy** Schedule or otherwise stated in a Section or Extension.

**B20 Minimum Premium**

the minimum amount of premium required as detailed in the **Policy** Schedule.

**B21 Mixing or Blending**

the mixing or blending of any defective or deficient **Product** with any one or more third party product for the purposes of creating a **Composite Product**.

**B22 Motor Vehicle**

any mechanically propelled vehicle, trailer, semi-trailer or agricultural implement which belongs to the **Insured** or for which the **Insured** is legally responsible but not including steam-driven vehicles.

**B23 Occurrence**

For the purposes of Section 5 (Crisis Containment) only, **Occurrence** shall also mean an **Occurrence** which during the **Period of Insurance** results in:

- (a) **Personal Injury**;
- (b) **Property Damage**; or
- (c) obstruction, interference with traffic, loss of amenities, nuisance, trespass, or interference with any right of light, air, water or easement.

**B24 Offshore Activity**

activity in or on any offshore rig or platform or floating production storage and offloading unit including transport to and from such rig, platform or unit until disembarkation on to land from such rig, platform or unit.

**B25 Period of Insurance**

the period of insurance under this **Policy** as detailed in the **Policy** Schedule and any subsequent period agreed to in writing or any shorter period arising as a result of cancellation of this **Policy**.

**B.26 Personal Injury**

- (a) **Bodily Injury**;
- (b) **Advertising Injury**;
- (c) humiliation, false arrest, invasion of the right of privacy, wrongful accusation of shoplifting, detention, false imprisonment, false or wrongful entry or eviction, interfering with the right of private occupancy, discrimination, malicious prosecution, injurious falsehood, libel, slander, defamation of character, committed during the **Period of Insurance**;
- (d) assault by an **Employee** for the sole purposes of preventing or eliminating danger to persons or tangible property committed during the **Period of Insurance**.

**B27 Personally Identifiable Information**

means any information relating to an identified or identifiable natural person.

**B28 Policy**

this policy and the **Policy** Schedule together with all **Endorsements**.

**B29 Policy Territory**

- (a) for the purposes of Section 1 (Employers' Liability) Policy Territory means:
  - (i) anywhere in the world provided that the Employee's employment or engagement is entered into in the Republic of Ireland; or
  - (ii) in the Republic of Ireland in respect of employment or engagement entered into outside this territory including temporary visits outside this country other than back to the country of employment.
- (b) for the purposes of Section 2 (Public & Products Liability) Policy Territory means worldwide, subject to any applicable Endorsement or Exclusion to this Policy.

**B30 Pollution**

pollution or contamination of the atmosphere, water, land or tangible property.

**B31 Pollution Conditions**

the actual discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant, pollutant or contaminant, including, but not limited to, smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials in or on land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.

**B32 Premium**

the premium detailed in the **Policy** Schedule and any **Endorsement**.

**B33 Product**

- (a) products sold, supplied, designed, leased or licensed to others, manufactured, repaired, serviced, installed, inspected, adjusted, erected, altered, tested, handled, cleaned or treated by, or on behalf of, the Insured in the ordinary course of Business; and
- (b) all associated containers, labels, instructions and packaging material

after such products have ceased to be in the **Insured's** custody or control.

**Products** does not mean food and drink supplied by, or on behalf of, the **Insured** primarily to the **Insured's Employees** as a staff benefit.

**B34 Products Financial Loss**

**Financial Loss** resulting from the defective or harmful condition of **Products** (or any part thereof) or their failure to perform the function for which they were supplied by the **Insured**.



**B35 Property Damage**

physical damage to, loss of or destruction of tangible property including losses arising directly therefrom.

**B36 Retroactive Date**

the date detailed in the **Policy** Schedule.

**B37 Underground Resources**

- (a) oil, gas, water; or
- (b) any other substance or material,

which has not been reduced to physical possession above the surface of the earth or any body of water.

**B38 Underground Resources Equipment**

- (a) any well, hole, bore, shaft, pipeline, formation, stratum, reservoir or area in or through which exploration for or production of any substance is carried on;
- (b) any casing, pipe, collar, bit, tool, pump or other drilling or well servicing machinery or equipment located in any such well, hole, bore or shaft beneath the surface of the earth or any body of water.

**B39 USA**

the United States of America, its territories and possessions.

**B40 Vendor**

the entity to whom the **Insured's Products** are first supplied/distributed (and no other entity).

## C. GENERAL EXCLUSIONS

---

The following Exclusions are applicable in respect of the whole **Policy**. There are additional Exclusions applicable in respect of the individual Sections.

The **Insurer** shall not provide any cover or be liable to make any payment under this **Policy**:

**C1 Asbestos**

arising out of, based upon or attributable to or in any way involving, directly or indirectly, asbestos or materials containing asbestos. This Exclusion does not apply to Section 1 (Employers' Liability).

**C2 War**

as a consequence of war, invasion, act of a foreign enemy, hostilities (whether war been declared or not), civil war, rebellion, revolution, insurrection, invasion or military or usurped power. This Exclusion does not apply to Section 1 (Employers' Liability).

**C3 Nuclear and Radioactive Contamination**

arising out of, based upon or attributable to or in any way involving, directly or indirectly:

- (a) any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof

other than arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively or incidental to ordinary industrial, educational or medical research. This Exclusion does not apply to Section 1 (Employers' Liability).

**C4 Fines and Penalties**

arising out of, based upon or attributable to any liquidated damages, civil or criminal fines or penalties.

**C5 Racing Exception**

in respect of any claim arising in connection with racing.

**C6 Stevedoring Exception**

caused by or arising out of stevedoring activities

**C7 Marine Exclusion**

In respect of all liability insured under any marine or P and I Club liability insurance

## D. CLAIMS

The following claims conditions and procedures are applicable to the **Insured** in respect of the whole **Policy**, subject to any express claims conditions and procedures stated in any Section.

### D1 Mitigation

As soon as the **Insured** becomes aware of a claim, event, incident, circumstance, **Occurrence** or a potential claim, the **Insured** must immediately use all reasonable endeavours to try to limit the amount of any loss for which the **Insured** can claim under this **Policy**.

### D2 Notification

In the event of any event, incident, circumstance or **Occurrence** which may result in a claim under this **Policy** or any claim the **Insured** shall:

- (a) as soon as possible report details of such event, incident, circumstance or Occurrence to the Insurer or Underwriting Agent in writing;
- (b) immediately notify the Insurer or Underwriting Agent of any impending prosecution, inquest, fatal injury or civil proceedings;
- (c) immediately notify and forward to the Insurer or Underwriting Agent all claims or notifications of an intention to claim received by the Insured including all other documents received or served; and
- (d) as soon as possible provide all information, evidence, documentation, periodic updates and assistance as the Insurer or Underwriting Agent may require.

Full details of contact numbers for the reporting of all claims are given within the **Policy** Schedule.

### D3 Notification – Claims Made Cover

- (a) Where the cover provided under this **Policy** is in respect of claims first made against the **Insured** during the **Period of Insurance** the **Insured** shall provide written notice to the **Insurer** or **Underwriting Agent** of any claim made against the **Insured** as soon as practicable and, in any event, no later than thirty (30) days after the end of the **Period of Insurance**.
- (b) If during the **Period of Insurance**, the **Insured** becomes aware of circumstances which may reasonably be expected to give rise to a claim under any of the claims made covers, the **Insured** shall during the **Policy Period** report the circumstances in writing to the **Insurer** or **Underwriting Agent**. If in doing so, the **Insured** provides:
  - (i) the reasons for anticipating the claim, and
  - (ii) full particulars as to dates, acts and persons involved;then any claim which is subsequently made against an **Insured** and reported in writing to the **Insurer** or **Underwriting Agent** arising out of, based upon or attributable to such circumstances shall be considered first made against the **Insured** and reported to the **Insurer** or **Underwriting Agent** at the time the facts or circumstances were first reported, if accepted by the **Insurer**.

### D4 Control of Claims

- (a) The **Insured** will not negotiate, admit liability or make any promise to pay or settle a claim or potential claim made against the **Insured** without the **Insurer's** prior written consent.
- (b) The **Insurer** does not assume any duty to defend, and the **Insured** shall defend and contest any claim made against them unless the **Insurer**, in its sole and absolute discretion, elects in writing to take over and conduct the defence and settlement of any claim. If the **Insurer** does not so elect, it shall be entitled, but not required, to participate fully in such defence and the negotiation of any settlement that involves or appears reasonably likely to involve the **Insurer** making a payment under this **Policy**.

### D5 Payment of Claims

- (a) The **Insurer** will pay the **Insured**, or another party on behalf of the **Insured**, for a valid claim (subject to the relevant **Limit of Indemnity**) as soon as practicable, less any **Deductible** or **Co-Insurance**. Where

the **Insurer** pays all or part of any **Deductible** or **Co-Insurance** to ensure payment of a claim to a third party, the **Insured** will promptly reimburse the **Insurer** such amount.

- (b) On payment to the **Insured** of the appropriate **Limit of Indemnity** (net of any applicable **Deductible** or **Co-Insurance** and after deducting any sum or sums already paid) or any lesser amount for which such claim or claims can be settled, the **Insurer** may then, subject to Condition - D6 (Recovery on Payment), relinquish the conduct and control to the **Insured** and be under no further liability in connection with such claim or claims except for any **Legal Costs** incurred prior to the date of such payment save that where any amount is recovered by the **Insured** such money will be paid to the **Insurer**.
- (c) Where an amount payable by the **Insured** in respect of any loss or liability is subject to a value added tax (VAT), the loss or liability shall include the amount of that value added tax insofar as it is irrecoverable by the **Insured**. The **Insured** will provide a letter to the **Insurer** at the time that a claim is submitted, which confirms the percentage of the VAT paid on legal expenses and the **Insurer** will reimburse the **Insured** such amount.

#### **D6 Recovery on Payment**

On payment of a claim by the **Insurer**, the **Insurer** may in the **Insured's** name, at the **Insurer's** cost recover against any third party, who is responsible for the **Insured's** claim, amounts the **Insurer** becomes liable to pay under this **Policy**. The **Insured** shall assist the **Insurer** as the **Insurer** may request and shall do nothing to prejudice this right save that the **Insured** shall not be in breach of this Condition D6 (Recovery on Payment) by virtue of any limitation of, waiver of or release from liability of any third party pursuant to a contract provided that such limitation, waiver or release was agreed by the **Insured** prior to the loss and in the normal course of business.

#### **D7 Fraudulent Claims**

If any **Insured** shall make a fraudulent claim under this **Policy**, the **Insurer**:

- (a) is not liable to pay any part of the claim;
- (b) may recover from that **Insured** any sums already paid to or on behalf of that **Insured** in respect of the claim; and
- (c) may, by notice to that **Insured**, treat this **Policy** as having been terminated with effect from the date of the fraudulent act, in which case the **Insurer** is not liable for any relevant event occurring after that date and is entitled to receive and retain the full Premium.

## E. GENERAL PROVISIONS

The following Provisions are applicable to the **Insured** in respect of the whole **Policy**. There may be additional Provisions in the individual coverage Sections relating to those Sections.

### E1 Duty of Disclosure

#### E1.1 Fair Presentation

Prior to the commencement of this **Policy**, and/or a variation of this **Policy**, the **Insured** will make a fair presentation of the risk to be insured under this **Policy**. A fair presentation of the risk is one:

- (a) (i) which discloses every material circumstance that the **Information Holders** know or ought to know; or
- (ii) failing that which gives the **Insurer** sufficient information to put a prudent **insurer** on notice that it needs to make further enquiries for the purpose of revealing those material circumstances.

For the purposes of this clause the **Information Holders** ought to know what should reasonably have been revealed by a reasonable search of information available to the **Insured**, including information held by the **Insured's** agents or by those for whom cover is provided by this **Policy**; and an **Information Holder** is deemed to know any circumstance which he suspected, and would have known but for deliberately refraining from confirming or enquiring about it);

- (b) which makes that disclosure in a manner which would be reasonably clear and accessible to a prudent **insurer**; and
- (c) in which every material representation:
  - (i) as to a matter of fact, is substantially correct;
  - (ii) as to a matter of expectation or belief, is made in good faith.

For the purposes of this clause the "**Information Holders**" consist of those who participate on behalf of the **Insured** in the process of procuring the **Insured's** insurance together with

- A (if the **Insured** is an individual) the **Insured**;
- B (in all other cases) the individuals who are part of the **Insured's** senior management.

#### E1.2 Remedies for breach of duty

If paragraph E1.1 (Fair Presentation) of this clause is breached and, but for the breach, the **Insurer**

- (a) would not have entered into the **Policy** or
- (b) would have done so only on different terms

the **Insurer** will have remedies as against the **Insured** as follows:

A The Insurer may avoid the Policy and refuse all claims if:

- (i) the breach is deliberate or reckless, in which event the Insurer may retain the premium paid; or
- (ii) but for the breach the Insurer's underwriter would not have entered into the Policy on any terms, in which event the Insurer shall return the Premium.

B In all other cases:

- (i) where the Insurer's underwriter would have charged more premium, any amounts payable by the Insurer will be scaled down to the ratio that the premium actually charged (the "Actual Premium") bears to the premium that he would have been charged to assume that risk (the "Reference Premium"); and in addition
- (ii) where the Insured's underwriter would have written the risk on different terms (other than in relation to premium), the Policy is to be treated as if it had been entered into on those terms.

## E2 Reasonable Precautions

The **Insured** must take all reasonable precautions to prevent injury, loss or damage and maintain all property in good repair and comply with all legal and regulatory obligations to minimise any loss or injury.

## E3 Observance

Where a party other than the **Insured** is to be indemnified under this **Policy**, such party shall as though they were the **Insured** observe, fulfil and be subject to the terms and conditions of this **Policy** in so far as they can apply.

It is the **Insured's** responsibility to ensure that any party participating as an **Insured** under this **Policy** agrees to observe, fulfil and comply with the terms and conditions of this **Policy** as far as is practicable to do so.

Unless otherwise expressly stated in this **Policy**, if the **Insured** or any other party to be indemnified under this **Policy** shall fail to observe the terms of this **Policy** insofar as they relate to anything to be done or complied with by the **Insured** and, as a result of that failure, the **Insurer** shall be prejudiced such that the amount payable by way of indemnity under this **Policy** shall be increased beyond the amount that would have been payable had the **Insured** or such other party observed the terms of this **Policy**, then the **Insurer** shall, without prejudice to any of the **Insurer's** other rights, be entitled to decline to pay the amount of such increase.

## E4 Auditing and surveying

The **Insurer** shall be entitled to conduct a survey of the **Insured's** premises, operations and health and safety documentation and procedures at any time, and without prior notice where deemed necessary or advisable. In all other circumstances the **Insurer** will use all reasonable endeavours to give the **Insured** reasonable notice of any intended survey.

The **Insured** shall provide the **Insurer** with all reasonable co-operation and assistance as may be required, including but not limited to access to:

- (a) premises, plant and other places of Business;
- (b) Employees;
- (c) books, records and other documentation.

The **Insurer** shall inform the **Insured** of the findings of the survey. In the event of any adverse finding(s) which are reasonably capable of being remedied, the **Insured** shall use all reasonable endeavours to implement the required risk improvements within the timeframe specified. It is understood and agreed that the **Insurer** shall continue to provide cover under the **Policy** whilst such remedial actions are being implemented.

In the event that:

A the **Insured** fails to implement the required risk improvements within the specified timeframe, or

B the risk improvements are incapable of being implemented,

the **Insurer** shall have the right to cancel this **Policy** in accordance with General Provision E9 (Cancellation).

The **Insurer** may examine and audit the **Insured's** books and records at any time during any **Period of Insurance** and for three years after the termination of this **Policy** but only in so far as they relate to the subject matter of this **Policy**.

## E5 Limit of Indemnity

The **Limit of Indemnity** is the maximum amount payable by the **Insurer** under this **Policy** (including interest) subject to the application of any **Deductible** or **Co-Insurance**. The **Limit of Indemnity** is reduced by **Co-insurance** or the **Deductible**. If there is more than one **Insured** covered by this **Policy** or a Section, the applicable **Limit of Indemnity** will apply to all of the **Insureds**. A claim by one of the **Insureds** will reduce the applicable **Limit of Indemnity** for all of the **Insureds**.

The total amount of indemnity under this **Policy** shall not exceed the **Limits of Indemnity** specified in the **Policy** Schedule. All claims will reduce the **Limits of Indemnity** regardless of who brings them.

**E6 Cross Liabilities**

Where the **Insured** consists of more than one party, the **Insurer** will indemnify each party as though a separate policy had been issued to each of them provided that the total amount of indemnity under this **Policy** shall not exceed the **Limit of Indemnity**.

**E7 Alteration of Risk**

Subject to Extension A2.2.11 (Joint Ventures) or A5.4.2 (Changes in risk during the Period of Insurance), this **Policy** will apply automatically to all of the **Insured's** activities established, created, acquired or disposed of (including premises) during the **Period of Insurance** but the **Insured** will notify the **Insurer** within thirty (30) days of those alterations that represent a material change to the nature of the **Business**.

Where the alteration represents a material change to the **Business** or any material information already provided, the **Insurer** reserves the right to change the terms and conditions of the **Policy**, accept or deny coverage at the time of notification and to establish a separate rate and premium and, if appropriate, terms to provide coverage for any such change.

**E8 Premium Adjustment**

If an adjustment of **Premium** is specified in the **Policy** Schedule, the **Premium** will be calculated by the **Insurer** from information provided by the **Insured** prior to the commencement of this **Policy**. Within three (3) months from the end of the **Period of Insurance** the **Insured** will provide the **Insurer** with such actual, accurate and complete information the **Insurer** may reasonably require. The **Insurer** will then recalculate the **Premium** in accordance with the **Adjustment Formula**. On the basis of the **Adjustment Formula** and on sending notice to the **Insured**: (1) **Premium** may be returned to the **Insured** (save that the **Insurer** will always be entitled to the **Minimum Premium**); or (2) additional **Premium** may become due and payable to the **Insurer** on the date notice is sent to the **Insured**.

**E9 Cancellation**

The **Insured** may cancel this **Policy** by giving thirty (30) days' notice in writing to the **Insurer**. On cancellation the **Insurer** will refund to the **Insured** the **Premium** for any **Period of Insurance** remaining provided no claims or incidents have been reported.

The **Insurer** may cancel this **Policy** by giving thirty (30) days' notice to the **Insured** or the **Insured's** broker or insurance adviser. The **Insurer** will refund to the **Insured** the **Premium** for any **Period of Insurance** remaining.

The **Insurer** will remain liable for all claims arising from an **Occurrence** having taken place prior to cancellation or, where cover is provided on a **Claims Made** basis, for claims made prior to cancellation.

On cancellation, the **Insured** shall be entitled to retain the relevant certificate of Employers' Liability insurance for the sole purpose of satisfying the requirements imposed by the Employers' Liability (Compulsory Insurance) Acts and Regulations.

**E10 Other Insurance**

Unless otherwise expressly stated, if at the time the **Insured** makes a claim and is insured for the same claim by any other insurance the **Insurer** can refuse to pay the **Insured's** claim under this **Policy** except for any excess beyond the amount payable by the other insurer.

**E11 Sanctions Limitation**

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or **USA**.

**E12 Assignment**

Neither this **Policy** nor any right hereunder may be assigned without the prior written consent of the **Insurer**.

**E13 Governing Law**

This **Policy** and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) shall be governed by and construed in accordance with the laws of the Republic of Ireland. The parties irrevocably agree that the courts of the Republic of Ireland shall have exclusive jurisdiction to settle any such dispute and shall comply with all requirements necessary to give such court jurisdiction.

**E14 Interpretation**

Any "Headings" used in this **Policy** are for information purposes only and do not form part of the **Policy** document.

References to any statutory provision and/or statutory ordinance regulation in this **Policy** are to be construed as references to that statutory provision and/or statutory ordinance regulation (as applicable) as amended, supplemented, re-enacted or replaced from time to time and are to include any orders, regulations, instruments or other subordinated legislation made under or deriving validity from that statutory provision or local equivalents for operations outside of the Republic of Ireland.

**E15 How the Insurer uses Personal Information**

The **Insurer** is committed to protecting the privacy of customers, claimants and other business contacts.

"**Personal Information**" identifies and relates to the **Insured**, representatives of the **Insured** or other individuals (e.g. the **Insured's** employees).

By providing Personal Information, the **Insured** gives permission for its use as described below. If the **Insured** provides Personal Information about another individual, the **Insured** confirms that the **Insured** is authorised to provide it for use as described below.

**The types of Personal Information the Insurer may collect and why** - Depending on the **Insurer's** relationship with the **Insured**, 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 the **Insured**. Personal Information may be used for the following purposes:

- <sup>35</sup><sub>17</sub> Insurance administration, e.g. communications, claims processing and payment
- <sup>35</sup><sub>17</sub> Decision-making on provision of insurance cover and payment plan eligibility
- <sup>35</sup><sub>17</sub> Assistance and advice on medical and travel matters
- <sup>35</sup><sub>17</sub> Management and audit of the **Insured's** business operations
- <sup>35</sup><sub>17</sub> Prevention, detection and investigation of crime, e.g. fraud and money laundering
- <sup>35</sup><sub>17</sub> Establishment and defence of legal rights
- <sup>35</sup><sub>17</sub> Legal and regulatory compliance, including compliance with laws outside the **Insured's** country of residence
- <sup>35</sup><sub>17</sub> Monitoring and recording of telephone calls for quality, training and security purposes
- <sup>35</sup><sub>17</sub> Marketing, market research and analysis

**Sharing of Personal Information** - For the above purposes Personal Information may be shared with the **Insurer's** 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 shared with other insurers (i.e., Insurance Link, and Claims and Underwriting Exchange (CUE)). The **Insurer** may search these registers to detect and prevent fraud or to validate the **Insured's** claims history or that of any other person or property likely to be involved in the policy or claim. 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 the **Insurer's** company or transfer of business assets.

**International transfer** - Due to the global nature of the **Insurer's** business Personal Information may be transferred to parties located in other countries, including the **USA** and other countries with different data protection laws than in the **Insured's** country of residence. Where we share information with third parties outside the European Economic Area (**EEA**), we will do so in accordance with the Data Protection Acts 1988 and 2003 and GDPR and will take all reasonable measures to ensure that the country in question has an adequate level of protection in place.

**Security and retention of Personal Information** – Appropriate legal and security measures are used to protect Personal Information. The **Insurer's** 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 Property Casualty, 30 North Wall Quay, International Financial Services Centre, Dublin 1. More details about our use of Personal Information can be found in our full Privacy Policy at [www.aig.ie](http://www.aig.ie) or you may request a copy using the contact details above.

#### **Other individuals' personal information**

By submitting information to AIG relating to any identifiable individual, the **Insured** represents that it has authority to provide that personal information to AIG. With respect to any individual about whom the **Insured** provides personal information to AIG, the **Insured** agrees: (a) to inform the individual about this Privacy Policy; and (b) to obtain any legally-required consent for the collection, use, disclosure, and transfer (including cross-border transfer) of personal information about the individual in accordance with the Privacy Policy.

---

**E16 Insurance Compensation Fund**

AIG Europe S.A. is covered by the Insurance Compensation Fund (ICF). You may be entitled to compensation from the scheme in the unlikely event that the Insurer cannot meet their obligations. This depends on the type of business and the circumstances of the claim.

Further information is available from the ICF

**Insurance Compensation Fund**

You may be entitled to compensation from the scheme in the unlikely event that AIG Europe S.A. cannot meet its obligations. The maximum amount that could be available in respect of any sum due to a policyholder is 65% of the sum due or €825,000, whichever is the lesser.

Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website through the following link: <https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund>

**E17 Commercial Lines Complaint Procedure**

AIG Europe S.A. believes you deserve courteous, fair and prompt service and their goal is to provide an excellent service to all of their customers. If there is any occasion when their service does not meet your expectations please contact them using the appropriate contact details below, providing the Policy/Claim Number and the name of the Policyholder/Insured Person to help us deal with your comments quickly.

**Claims related complaints:**

Write to: Claims Manager, Commercial Lines, AIG Europe S.A., The AIG Building, 2-8 Altyre Road, Croydon, CR9 2LG, United Kingdom

Call: +44 (0)208 681 2556

Online: [www.aig.co.uk/your-feedback](http://www.aig.co.uk/your-feedback)

**All other complaints:**

Write to: Customer Relations, AIG Europe S.A.,  
The AIG Building, 2-8 Altyre Road, Croydon, CR9 2LG, United Kingdom

Call: 0800 012 1301 or +44 (0)20 8649 6666 (if calling from overseas)<sup>1</sup>

Email: [uk.customer.relations@aig.com](mailto:uk.customer.relations@aig.com)

Online: <http://www.aig.co.uk/your-feedback>

We take all customer complaints seriously and we have established the following complaint procedure to resolve your concerns quickly, fairly and by the appropriate department.

**Step 1: Within five business days of receiving your complaint:**

In the first instance we would encourage you to contact the department you are unhappy with. Members of staff are empowered to support you and will aim to resolve your concerns within five business days, following receipt of your complaint. A written summary resolution communication will be provided to you if the complaint is resolved to your satisfaction.

**Step 2: If your complaint cannot be resolved within five business days:**

We will send you an acknowledgement, on paper or on another durable medium, within five business days of the complaint being received to explain that your complaint has been escalated to the Customer Relations Unit who will appoint a dedicated Complaint Manager to be your point of contact in relation to the complaint until the complaint is resolved or cannot be progressed any further. We will provide you with a regular update, on paper or on another durable medium, on the progress of the investigation of the complaint at intervals not greater than 20 business days, starting from the date on which the complaint is made.

We will do our best to investigate and deal with your complaint within 40 business days of having received the complaint. If we cannot we will provide you with one of the following:

- A final response letter explaining the outcome of our investigation, the reason for it and the next steps; or
- A holding letter confirming when we anticipate we will have concluded our investigation.

**Step 3: Referring to the Financial Services Ombudsman:**

After receiving our final response or if we have been unable to conclude our investigation within 40 business days, you may be able to refer your complaint to the Financial Services Ombudsman. We will provide full details of how to do this in our final response or holding letter. The Financial Services Ombudsman can be contacted as follows:

In writing: Financial Services Ombudsman, 3<sup>rd</sup> Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29

Telephone: 1890 88 20 90 or 00353 1 662 0899

E-mail: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

Online: [www.financialombudsman.ie](http://www.financialombudsman.ie)

The Financial Services Ombudsman may not be able to consider a complaint if you have not provided us with the opportunity to resolve it first, or if you are:

- a limited company with an annual turnover of more than €3,000,000; or
- your complaint is against a third party insurer.

If you wish to complain about an insurance policy purchased online you may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>

Following this complaint procedure does not affect your rights to take legal action. Calls may be recorded for quality, training and monitoring purposes.

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

**Insurance Ireland,**

5 Harbourmaster Place, Dublin 1.

Phone: (01) 676 1914.

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.

**E18 Financial Services Compensation Scheme**

AIG Europe S.A. is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Further information is available from the FSCS.

**Financial Services Compensation Scheme**

10<sup>th</sup> Floor

Beaufort House

15 St Botolph Street

London EC3A 7QU

Telephone: 0800 678 1100 (Freephone) or 020 7741 4100

[www.fscs.org.uk/](http://www.fscs.org.uk/)

**E19 Statement as to Monies Paid**

All payments which become due or payable shall be payable in Republic of Ireland.

**E20 Stamp Duty**

Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the provisions entered into with them under section 5 of the Stamp Duties Consolidation Act 1999.



---

## APPENDIX A – HOT WORK PERMIT

---

ISSUING COMPANY \_\_\_\_\_ PERMIT NO. \_\_\_\_\_

**A PROPOSAL** (To be completed by the person responsible for carrying out the work)

BUILDING \_\_\_\_\_

EXACT LOCATION OF PROPOSED WORK \_\_\_\_\_

NATURE OF HOT WORK TO BE UNDERTAKEN \_\_\_\_\_

The above location has been examined and the precautions listed on this form have been complied with as indicated.

SIGNED \_\_\_\_\_ NAME (BLOCK CAPITALS) \_\_\_\_\_

DATE \_\_\_\_\_ POSITION \_\_\_\_\_

CONTRACTOR (WHERE APPLICABLE) \_\_\_\_\_

**B AGREEMENT** (To be completed by the company fire officer or other nominated person)

This Hot Work Permit is issued subject to the following conditions:

TIME OF ISSUE OF PERMIT \_\_\_\_\_ TIME OF EXPIRY OF PERMIT \_\_\_\_\_

A FINAL FIRE CHECK OF THE WORK AREA SHALL BE MADE, NOT BEFORE \_\_\_\_\_

ADDITIONAL CONDITIONS REQUIRED: - \_\_\_\_\_

SIGNED \_\_\_\_\_ NAME (BLOCK CAPITALS) \_\_\_\_\_

DATE \_\_\_\_\_ POSITION \_\_\_\_\_

CONTRACTOR (WHERE APPLICABLE) \_\_\_\_\_

**C FIRE WATCH** (To be completed by member of staff or contractor responsible for the work before returning this permit to the issuer)

The work area and all adjacent areas to which sparks and heat might have spread (such as floors below and above and areas on other sides of walls) have been inspected and found to be free of fire following completion of the work.

TIME INSPECTION COMPLETED \_\_\_\_\_ (This must be at least 1 hour after work was completed)

SIGNED \_\_\_\_\_

NAME (BLOCK CAPITALS) \_\_\_\_\_ DATE \_\_\_\_\_

POSITION \_\_\_\_\_

CONTRACTOR (WHERE APPLICABLE) \_\_\_\_\_

\* It is not desirable to issue permits for protracted periods. Fresh permits should be issued, for example, where work extends from morning to afternoon.

NB Where work is being carried out by a contractor, the issuer of the permit should ensure that the contractor has complied with the requirements prior to work being carried out, and should be satisfied that the area is free of fire when work is completed.