



AIG Europe S.A. **Combined Liability**
Policy document





Insuring Agreement

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

Limits of Indemnity

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

Policy Definitions

Bodily Injury shall mean accidental death disease illness physical and mental injury mental anguish or nervous shock

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

- (A) The provision and management of Canteen Social Sports or Welfare Organisations for the benefit of *Employees*
- (B) The provision of First-Aid Fire or Ambulance Services
- (C) Private work carried out by any *Employee* for the *Insured* or for any Director or Partner of the *Insured*
- (D) The use of premises by the *Insured* in the course of the *Insured's* business including their repair maintenance and refurbishment but excluding any work of structural alteration construction or reconstruction
- (E) Participation in exhibitions or conferences relating to the *Insured's* business

Damage shall mean physical damage to loss of or destruction of tangible property including any loss arising directly therefrom

Employee shall mean

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

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

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

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

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

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

Products shall mean any goods or products (after they have ceased to be in the possession or under the control of the *Insured*) manufactured constructed installed repaired serviced treated sold supplied or distributed by the *Insured* in connection with the *Business* including any container thereof or instructions provided therewith
Products does not mean food or beverages served for consumption on any of the *Insured's* premises to which this Policy applies

Property shall mean material or tangible property

Territorial Limits shall mean

- for Section 1 of the Policy (Employers Liability) ;
Anywhere in or temporarily outside the Republic of Ireland provided always that the action for damages is brought against the *Insured* in a court of law in any member country of the European Union
- for Section 2 of the Policy (Public Liability) ;
Anywhere in the territories comprising of the European Union Northern Ireland Great Britain the Isle of Man or the Channel Islands and elsewhere in the world in respect of *Business* journeys undertaken in connection with the *Business* of the *Insured* by non-manual *Employees* normally domiciled within the territories comprising of the European Union Northern Ireland Great Britain the Isle of Man or the Channel Islands provided always that
 - (A) the *Insured* does not temporarily or permanently own or occupy any premises elsewhere than within the territories comprising of the European Union



Northern Ireland Great Britain the Isle of Man or the Channel Islands

- (B) the Company shall not be liable in respect of any action for damages brought against the *Insured* in a court of law outside those territories comprising of the European Union Northern Ireland Great Britain the Isle of Man or the Channel Islands

for Section 3 of the Policy (Products Liability);

Anywhere in the world provided always that

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

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

Policy Conditions

1. Misdescription

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

2. Interpretation

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

3. Alteration

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

4. Precautions

The *Insured* shall take all reasonable precautions to prevent *Bodily Injury* or *Damage* and shall exercise reasonable care that all statutory and other obligations

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

5. Suspension of Cover

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

6. Claims Procedures

- (a) The *Insured* shall give notice to the Company as soon as possible of any *Occurrence* likely to give rise to a claim with full particulars thereof. Every letter claim writ summons and/or process shall be notified and forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately after the *Insured* shall have knowledge of any incident prosecution or inquest in connection with any *Occurrence* for which there may be a liability under this Policy
- (b) No admission repudiation offer payment or indemnity shall be made or given by or on behalf of the *Insured* without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the *Insured* the defence or settlement of any claim or to prosecute in the name of the *Insured* for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim including the provision of appropriate medical rehabilitation services and the *Insured* shall give all such information and assistance as the Company may require

7. Arbitration

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in the case of disagreement between the Arbitrators to the decision of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability for any claim and such claim shall not within twelve



calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not be thereafter recoverable hereunder

8. **Non-Contribution**

If at the time of the happening of any *Occurrence* covered by this Policy, there is any other existing insurance whether effected by the *Insured* or not covering the same liability the Company shall not be liable to indemnify the *Insured* in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected

9. **Discharge of Liability**

The Company may at any time pay to the *Insured* the Limit of Indemnity as shown on the Schedule or as endorsed hereon (less any sum or sums paid as compensation) or any lesser amount for which any claim or claims arising from such *Occurrence* can be settled and upon such payment the Company shall be under no further liability in connection with such claim or claims

10. **Warranties**

Every warranty which is incorporated in this Policy shall from the time the warranty attaches apply and continue to be in force during the whole currency of the Policy and non-compliance with such warranty whether it increases the risk or not shall be a bar to any claim hereunder. Provided that whenever this Policy is renewed a claim in respect of such risk occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period

11. **Cancellation**

The Company may cancel this Policy by sending thirty days' notice by registered communication to the *Insured* or the *Insured's* broker or agent at their last known address. In such event the premium shall be adjusted in accordance with Condition 12 of the Policy and any minimum premium requirement as contained in the Policy will be of no effect

12. **Adjustment of Premium**

If the first premium and all renewal premiums that may be accepted are to be regulated by any estimates furnished by the *Insured*, then the *Insured* shall record and keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such records. Within one month of expiry of each Period of Insurance the *Insured* shall supply the Company with a correct account of all such particulars and information certified by the *Insured's* auditors if so required by the Company. The premium for such period will thereupon be adjusted and the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be but subject to any minimum premium requirement

13. **Observance of Terms**

The due observance and fulfilment of the terms conditions and endorsements of this Policy in so far as

they relate to anything to be done or complied with by the *Insured* and the truth of the statements and answers in the proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy

14. **Governing Law**

This Policy shall be governed and construed in accordance with the laws of the Republic of Ireland

15. **Insurance Act (1936)**

All monies which become or may become due and payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland

16. **Sanctions Limitation**

The Company shall not be deemed to provide cover and the Company 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 Company 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 Republic of Ireland United Kingdom or United States of America

17. **Employers Liability (Compulsory Insurance) Act 1969 of the United Kingdom**

If the Company has agreed to extend the policy to include *Bodily Injury* to any *Employee* under a contract of employment or otherwise employed by a firm or organisation registered established or domiciled in the United Kingdom the indemnity provided by Section 1 (Employers Liability) of the policy is deemed to be in accordance with the provisions of any law enacted in Great Britain Northern Ireland the Isle of Man and the Channel Islands relating to the compulsory insurance of liability to employees.

General Exceptions to the Policy

The Indemnity expressed in this Policy shall not apply to liability

1. **Nuclear Radioactive Contamination War and Terrorism**

of whatsoever nature directly or indirectly caused by or contributed to or arising from or as a result of or in connection with

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (iii) any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power



(iv) *Terrorism* including but not limited to any contemporaneous or ensuing *Bodily Injury* or property *Damage* caused by fire looting or theft. *Terrorism* shall also include any act which is verified or recognised as an act of terrorism by the government of any territory or country in which this Policy operates or applies

2. **Fines & Penalties**

in respect of any liquidated damages civil or criminal fines or penalties

3. **Asbestos**

arising directly or indirectly or caused by or alleged to be caused by or contributed to in whole or in part by or arising out of the manufacture of mining of use of sale of installation of survey or investigation of management of removal of distribution of asbestos products asbestos fibres or asbestos dust or property or materials containing any of the foregoing including without limitation all liability to pay claimants' or the *Insureds* legal costs and expenses or any other costs and expenses howsoever incurred in the investigation defence and or settlement of any claim against the *Insured* or in respect of any other inquest inquiry enforcement action or proceedings in which the *Insured* maybe involved in relation to any of the foregoing

Section 1 – Employers Liability

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

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

The Company will also

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

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

Employers Liability Exceptions

The Indemnity expressed in this Section of the Policy shall not apply to liability

- 1. **Road Traffic Act Legislation**
for which compulsory insurance cover or security is required under any Road Traffic Act legislation
- 2. **Offshore Work**
arising in connection with work on *Offshore* installations or transit thereto or therefrom

Section 2 – Public Liability

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

- 1. all sums which the *Insured* becomes legally liable to pay as damages in respect of
 - (i) accidental *Bodily Injury* to any person (other than an *Employee* as within defined)
 - (ii) accidental *Damage to Property*
 - (iii) accidental obstruction interference with traffic loss of amenities nuisance trespass or interference with any right of light air water or easement occurring within the *Territorial Limits* during the Period of Insurance and happening in connection with the *Business*
- 2. all costs and expenses
 - (i) recovered by any claimant against the *Insured*
 - (ii) incurred with the written consent of the Company in respect of a claim against the *Insured* for damages to which the indemnity expressed in this Section applies

Such costs and expenses shall be in addition to the Limits of Indemnity stated in the Schedule or endorsed hereon



Public Liability Exceptions

The Indemnity expressed in this Section of the Policy shall not apply to liability

1. **Defective Workmanship**
in respect of the costs of making good defective workmanship or defective materials or arising out of the consequences of defective workmanship or defective materials other than the *Insured's* legal liability as expressed in the Policy in respect of accidental *Bodily Injury* or *Damage to Property* resulting from such defective workmanship or defective materials
2. **Custody or Control**
in respect of *Damage to Property* belonging to the *Insured* or held in trust by or in the charge or under the control of the *Insured* or any *Employee* of the *Insured* other than
 - (i) the personal effects of students or of the *Insured's Employees* or visitors
 - (ii) buildings (including contents therein) not owned by or leased hired or rented to the *Insured* and which are temporarily occupied by the *Insured* for the purposes of cleaning maintenance alteration or repair
 - (iii) buildings leased hired or rented to the *Insured* in connection with the *Business* provided that such lease hire or rental is the subject of a written contract. This indemnity will not apply in respect of *Damage* caused by fire or any other peril against which the written contract stipulates that insurance shall be effected by or on behalf of the *Insured*
3. **Working on Property**
in respect of *Damage to Property* being that part of any *Property* on which the *Insured* or any *Employee* of the *Insured* is or has been working if that *Damage* results directly from such work
4. **Vibration removal weakening of support**
caused by vibration or by the removal or weakening of support to any land property building or any liability arising in consequence of such *Damage*
5. **Motor Liability**
in respect of *Bodily Injury* to any person and/or *Damage to Property* caused by or in connection with or arising from the ownership or possession or use by or on behalf of the *Insured* of any mechanically propelled vehicle and/or trailer but this exception shall not operate
 - (i) in respect of liability for *Bodily Injury* or *Damage* occasioned beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to or the removal of a load from any vehicle and/or trailer owned by or under the control of the *Insured*
 - (ii) in circumstances where the vehicle is not required to be licensed for road use and is being used in circumstances which do not require insurance under the provisions of the Road Traffic Acts or any amending legislation and where cover is not afforded under any other policy
6. **Aircraft/Watercraft**
arising from the ownership or possession or use by the *Insured* of any
 - (i) aircraft or aerial device for travel through air or space
 - (ii) water-going vessel or craft other than those not exceeding ten metres in length for use in inland or territorial waters
 - (iii) hovercraft or hydrofoil
7. **Passenger Lifts**
arising from any passenger lift elevator or escalator owned by the *Insured* or for the maintenance of which the *Insured* is responsible unless such equipment is inspected and maintained in accordance with statutory requirements
8. **Unsuitability of Berths or Moorings**
arising from an accident to any vessel or craft in consequence of the condition or unsuitability of any berth docking or mooring
9. **Products Liability**
arising from any *Products* that have ceased to be in the possession or under the control of the *Insured*
10. **Libel and Slander**
arising from libel or slander or infringement of plans copyright patent trade name trade mark or registered design
11. **Professional advice**
arising from remedial or professional or other advice or treatment (other than medical first-aid treatment) given by or on behalf of the *Insured* for a fee or omitted by the *Insured* or by any *Employee* of the *Insured*
12. **Steam and Pressure Vessels**
arising from the bursting of any pressure part of
 - (i) any steam boiler or any economiser
 - (ii) any vessel or apparatus (other than any steam turbine or engine or other steam driven machinery) intended to operate under steam pressure belonging to or under the control of the *Insured* or any *Employee* of the *Insured*
 unless such equipment is inspected and maintained in accordance with statutory requirements

Section 3 – Products Liability

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

1. all sums which the *Insured* becomes legally liable to pay as damages in respect of
 - (i) accidental *Bodily Injury* to any person (other than an *Employee* as within defined)
 - (ii) accidental *Damage to Property* occurring within the *Territorial Limits* during the Period of Insurance and caused by *Products* sold or supplied by the *Insured* in connection with the *Business* from within Ireland Northern Ireland Great Britain the Channel Islands or the Isle of Man
2. all costs and expenses
 - (i) recovered by any claimant against the *Insured*



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

Products Liability Exceptions

The Indemnity expressed in this Section of the Policy shall not apply to liability

1. **Damage to products recall and repair**
in respect of
 - (a) *Damage* to any of the *Insureds Products*
 - (b) *Products* obtained on terms which prevent the *Insured* exercising rights of recovery against their supplier or any other party
 - (c) the cost of removing repairing rectifying or replacing any *Products* sold supplied repaired altered serviced tested or treated by or to the order of the *Insured*
 - (d) the cost of rectifying defective work
 - (e) the design plan formula specification of the *Products* or information advice or instruction given solely for a fee on their use characteristics storage or application
2. **Products Guarantee**
arising from any guarantee provided regarding the performance of the *Products*
3. **Aircraft hovercraft and watercraft products**
in respect of *Bodily Injury* or *Damage to Property* caused by any of the *Insured's Products* which with the *Insured's* knowledge are incorporated into any aircraft aerial device hovercraft or watercraft

Additional Exceptions Applicable to Section 2 – Public Liability and Section 3 – Products Liability

The Indemnity expressed in Sections 2 and 3 of the Policy shall not apply to liability

1. **Liability Assumed**
assumed by the *Insured* by any contract or agreement and which would not have attached in the absence of any such contract or agreement
2. **Injury to Employees**
in respect of *Bodily Injury* sustained by any *Employee* of the *Insured* and arising out of and in the course of such person's employment or service with the *Insured*
3. **Deliberate Acts**
in respect of a deliberate wilful act or omission of the *Insured* or any Director Partner or *Employee* of the *Insured* and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
4. **Pollution or Contamination**

arising from

- (a) pollution or contamination of air water or soil within the territories of the United States of America or Canada
- (b) pollution or contamination of air water or soil outside the territories of the United States of America or Canada but this exception (b) will not apply
 - (i) if it can be demonstrably proved to have been caused by an immediate sudden and unforeseen discharge consequent upon an accident or
 - (ii) if due to defective drains sewers or sanitary arrangements

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

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

Extensions applicable to the Policy

1. CROSS LIABILITY

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

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

2. WAIVER OF SUBROGATION RIGHTS

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

- (a) any Company standing in relation of Parent to Subsidiary to the *Insured* as defined in Section 8 of the Companies Acts 2014
- (b) any Company standing in relation of Subsidiary to Parent to the *Insured* as defined in Section 8 of the Companies Acts 2014
- (c) any Company which is a Subsidiary of a Parent Company of which the *Insured* are themselves a Subsidiary in each case within the meaning of Section 8 of the Companies Acts 2014



3. CAR PARK LIABILITY

Notwithstanding anything contained in Exception 2 of Section 2 of the Policy the indemnity shall apply in respect of *Damage* to motor vehicles (including the contents therein) not belonging to or hired to the *Insured* whilst such vehicles are within entering or leaving the car parking area provided by the *Insured* provided always that the Company shall not be liable for *Damage* due to the movement of such vehicles by any *Employee* of the *Insured*

4. INDEMNITY TO PRINCIPAL

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

- (1) Any negligence of the *Insured* or any person in the service of the *Insured* whilst engaged on work in connection with the within mentioned *Business* which the *Insured* is performing under contract with the said Principal(s)
- (2) Any defect in machinery or plant owned by the *Insured* which is being used in connection with such work provided always that: -
 - (a) the Principal(s) are not entitled to indemnity under any other policy
 - (b) the Principal(s) shall as though they were the *Insured* observe fulfil and be subject to the terms exceptions limits and conditions of the Policy insofar as they can apply
 - (c) the Company shall have the full conduct and control of all claims in respect of which indemnity is provided by this endorsement
 - (d) the limit of the Company's liability as stated in the Limits of Indemnity shall not be increased by this endorsement and the indemnity shall apply in priority to the *Insured*

5. MOTOR CONTINGENT LIABILITY EXTENSION

Notwithstanding anything contained to the contrary in Exception 5 of Section 2 of the Policy it is agreed that the Company will indemnify the *Insured* under Section 2 (Public Liability) against liability arising out of the use by any *Employee* or *Director* of the *Insured* of any motor vehicle not the property of nor provided by the *Insured* and being used in the course of the *Business* of the *Insured* provided always that the Company will not indemnify against liability:

- (a) in respect of *Property Damage* to any such motor vehicle or to property conveyed therein
- (b) in respect of which the *Insured* is entitled to indemnity under any other insurance

(c) in connection with any motor vehicle while being used outside the Republic of Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man.

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

6. SAFETY HEALTH AND WELFARE AT WORK ACT EXTENSION

The Company will indemnify the *Insured* in respect of the defence of any criminal proceedings brought against the *Insured* for breach or alleged breach of the Safety Health and Welfare at Work Act 2005 or amending legislation (hereinafter called "the Act"). With the Company's written consent, the indemnity will also extend to pay the reasonable costs of appeal from a Court of Summary Jurisdiction and the cost of the prosecution awarded against the *Insured* provided always that:

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

7. OVERSEAS PERSONAL LIABILITY

The Company will indemnify the *Insured* and if the *Insured* so requires any *Director* *Partner* or *Employee* of the *Insured* or spouse or partner of any such person accompanying them against legal liability in respect of *Bodily Injury* or *Damage* to property 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 an indemnity is provided by any other insurance



8. COMPENSATION FOR COURT ATTENDANCE

The Company 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 Company’s request at the following rates per day;

- (a) directors partners or executives of the *Insured* - €375
- (b) *Employees* - €150

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

9. UNSATISFIED COURT JUDGEMENTS

In the event of a judgment for *Damages* being obtained by any *Employee* or the personal representatives of any *Employee* in respect of *Bodily Injury* or disease of the *Employee* caused during any Period of Insurance and arising out of and in the course of employment by the *Insured* in the *Business* against any company or individual operating from premises within Great Britain Northern Ireland the Isle of Man or the Channel Islands in any court situated in the aforesaid territories and remaining unsatisfied in whole or in part 6 months after the date of such judgment the Company will pay to the *Employee* or the personal representative of the *Employee* at the request of the *Insured* the amount of any such *Damages* and any awarded costs to the extent that they remain unsatisfied Provided always that:

- (i) there is no appeal outstanding
- (ii) if any payment is made under the terms of this extension the *Employee* or the personal representatives of the *Employee* shall assign the judgment to the Company

Endorsements applicable to the Policy

Note:

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

COM 1 EXCESS (EACH AND EVERY OCCURRENCE)

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

COM 2 EXCESS (AGGREGATE LIMIT)

It is agreed that in any one Period of Insurance the maximum amount for which the *Insured* shall be responsible in respect of all *Occurrences* shall be the amount as stated in the Schedule. The *Insured* shall as a condition precedent to their rights to be indemnified under this Policy make a lodgement

to the Company (if and when requested by the Company) of such Excess amount or any lesser expenditure as the Company may require

COM 3 MINIMUM PREMIUM

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

Complaints Procedure

AIG Europe S.A. wants to give you the best possible service. If you feel you have cause for complaint you should contact:

The Customer Complaints Officer
 AIG Europe S.A.,
 30 North Wall Quay,
 IFSC,
 Dublin 1,
 D01 R8H7.

Phone: +353 1 208 1400
 E-mail: customercomplaints.ie@aig.com
 Website: www.aig.ie/complaints

At any stage you may contact any of the following:

Insurance Ireland
 Insurance Centre,
 5 Harbourmaster Place,
 IFSC,
 Dublin 1,
 D01 E7E8.

Phone: +353 1 676 1820
 Fax: +353 1 676 1943
 E-mail: feedback@insuranceireland.eu
 Website: <http://www.insuranceireland.eu>

Financial Services and Pensions Ombudsman
 3rd Floor,
 Lincoln House,
 Lincoln Place,
 Dublin 2,
 D02 VH29.

Phone: +353 1 567 7000
 E-mail: info@fspoi.ie
 Website: www.fspoi.ie

As AIG Europe S.A. is a Luxembourg based insurance company, in addition to the complaints procedure set out above, you have access to Luxembourg mediator bodies for any complaints you may have regarding this Policy. Contact details of the Luxembourg mediator bodies are available on AIG Europe S.A.’s website: <http://www.aig.lu>

Your right to take legal action is not affected by following any of the above procedures.



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 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, <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, <http://www.caa.lu/>.

AIG Europe S.A. Ireland branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3. Telephone: 1890 77 77 77. Fax: 01 6716561. E-mail: enquiries@centralbank.ie. Web: <http://www.centralbank.ie>.

If a solvency and financial condition report of AIG Europe S.A. is available, it can be found at <http://www.aig.lu/>.

We do not provide advice or any personal recommendation about this product. Employees are paid a salary. We do not pay them bonuses or commissions directly linked to sales.

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.

How we use Personal Information

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

“**Personal Information**” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

The types of Personal Information we may collect and why – Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

Sharing of Personal Information - For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance 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 laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico, Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

Security of Personal Information - Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights - You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain



circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <https://www.aig.ie/privacy-policy> or you may request a copy by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: dataprotectionofficer.ie@aig.com.