

## Public Liability Policy

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**In your interest:**

Please read this Policy carefully to ensure that it provides the cover requested. If it does not, then please return it immediately to your Insurance Intermediary, or to the Company, together with your instructions.

The Appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule 1.

<i>Prepared by ANDREE TYNAN</i>	<i>Checked</i>	<i>.....</i>
<i>Address: Allianz House</i>	<i>Policy Form Reference:</i>	<i>04RP</i>
<i>Elmpark, Merrion Road</i>	<i>Tx Ref: DN/NB/2007/06/50524</i>	
<i>Dublin 4, Ireland.</i>	<i>I02SENTHIP (K)</i>	
<i>Phone: . Fax: 01-6134460</i>		

**INTRODUCTION**

Forming part of specimen Public Liability Policy

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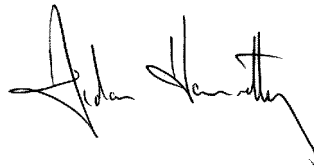
In consideration of the Insured having paid or agreed to pay the Premium

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

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

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

**Allianz p.l.c.**



**Aidan Hanratty**  
**Risk Management Director**

**SPECIMEN PUBLIC LIABILITY POLICY (Ref 04RP)**

**SCHEDULE**

Forming part of specimen Public Liability Policy

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**THIS IS SPECIMEN POLICY WHICH DOES NOT HAVE A SCHEDULE. A BLANK SCHEDULE PAGE IS INCLUDED TO ILLUSTRATE WHERE THE SCHEDULE WOULD APPEAR IN AN ACTUAL PUBLIC LIABILITY POLICY.**

**DEFINITIONS**

1. **Insured** means the person company firm or other legal entity named as the insured in the Schedule
  
2. **Business** is as stated in the Schedule and includes
  - (a) the ownership repair maintenance and decoration of premises occupied by the Insured and used for the purposes of the Business but not construction re-construction structural alteration or demolition of such premises
  - (b) the repair and maintenance of vehicles or plant used in the course of the Business and owned by the Insured
  - (c) the provision and management of canteens social sports and welfare organisations which are for the benefit of Employees and their families
  - (d) the provision in the course of the Business of first aid medical and dental services ambulance fire security services and safety organisations
  - (e) private work undertaken with the prior consent of the Insured by an Employee for a partner or director of the Insured provided that such work is not in pursuit of any trade or business
  
3. **Employee** means any
  - (a) person under a contract of service or apprenticeship with the Insured
  - (b) person engaged under any training educational or work experience programme
  - (c) labour master or labour only sub-contractor or any person employed or supplied by them
  - (d) self employed person
  - (e) person hired to or borrowed by the Insuredwhile working for the Insured in the course of the Business
  
4. **Bodily Injury** means bodily injury and includes death disease and illness
  
5. **Territorial Limits** means the Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Islands
  
6. **Period of Insurance** means the period specified in the Schedule or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the Premium
  
7. **Excess** means the amount stated in the Schedule that the Insured shall bear in respect of each and every occurrence

**DEFINITIONS**  
**Continued**

- 8. Principal** means any person company firm public local or statutory authority
- (a) carrying out work under contract or agreement for the Insured in connection with the Business
  - (b) whose premises are occupied or used by the Insured in connection with the Business
- 9. Pollution or Contamination** means
- (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere
  - (b) all Bodily Injury Nuisance or loss of or damage to material property directly or indirectly caused by such pollution or contamination
- 10. Product** means any commodity article thing or any part thereof (including containers labelling and packaging provided in connection therewith) manufactured constructed erected installed altered repaired serviced processed treated sold leased supplied or distributed by or on behalf of the Insured in the course of the Business and not in the custody or control of the Insured
- 11. Nuisance** means nuisance trespass or interference with any easement right of air light water or way

## **INSURING CLAUSE**

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages arising out of accidental

- (a) Bodily Injury to any person
- (b) Nuisance
- (c) loss of or damage to material property

occurring within the Territorial Limits during the Period of Insurance and arising out of and in the course of the Business

### **Law Costs**

The Company will also indemnify the Insured in respect of

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

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

### **Limit of Indemnity**

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

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

## **EXTENSIONS**

### **1. Work Overseas**

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause arising

- (a) within any member country of the European Union outside of the Territorial Limits where an Employee or partner or director of the Insured is temporarily carrying out work in the course of the Business
- (b) elsewhere in the world where an Employee or partner or director of the Insured is on a temporary visit for the purpose of carrying out non-manual work in the course of the Business

Provided that such Employee or partner or director is ordinarily resident within the Territorial Limits

### **2. Indemnity to Principals**

The Company will indemnify any Principal in respect of legal liability as defined in the Insuring Clause

Provided that

- (a) the Insured would have been entitled to indemnity under this Policy had the claim been made against the Insured
- (b) the Principal is not entitled to indemnity under any other policy
- (c) the Principal shall as though he were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy
- (d) nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

### **3. Personal Representatives**

In the event of the death of the Insured the Company will indemnify the Insured's legal personal representatives in respect of legal liability as defined in the Insuring Clause

Provided that

- (a) the Insured was entitled to indemnity under this Policy
- (b) such personal representatives are not entitled to indemnity under any other policy
- (c) such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy

**EXTENSIONS**  
**Continued**

**4. Indemnity to Other Persons**

If the Insured so requests the Company will indemnify the following persons in respect of legal liability as defined in the Insuring Clause

- (a) an Employee or partner or director of the Insured provided that the Insured would have been entitled to indemnity under this Policy had the claim been made against the Insured
- (b) any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the Business

Provided that

- (i) such persons are not entitled to indemnity under any other policy
- (ii) such persons shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy
- (iii) nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

**5. Cross Liabilities**

If more than one party is named as the Insured the Company will treat each party as if a separate Policy had been issued to each

Provided that nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

**6. Defective Work**

Notwithstanding anything contained herein to the contrary the Company will indemnify the Insured in respect of legal liability as defined in the Insuring Clause arising as a consequence of defective construction erection installation alteration repair or servicing work undertaken away from the Insured's premises by the Insured or an Employee or partner or director or agent of the Insured

Provided that the Company will not indemnify the Insured for the cost of repairing replacing removing or reinstating such defective work



## **EXCLUSIONS**

**The Company will not indemnify the Insured in respect of any liability:**

1. of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
2. caused by or arising from any of the following regardless of any other occurrence contributing concurrently or in any other sequence
  - (a) war invasion acts-of-foreign-enemies hostilities or warlike-operations (whether war be declared or not) civil-war rebellion revolution insurrection or military or usurped power or civil commotion assuming the proportions of or amounting to an uprising
  - (b) any Act of Terrorism

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

This Policy additionally excludes any liability directly or indirectly caused by or arising from or in connection with any action taken in controlling preventing or suppressing or in any way relating to (a) and/or (b) above

If the Company alleges that by reason of this Exclusion any liability is not indemnifiable under this Policy then the burden of proving the contrary shall be upon the Insured

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

3. caused by or arising from the loss or alteration of or damage to or a reduction in the functionality availability or operation of a computer-system hardware programme software data information-repository microchip integrated-circuit or similar device in computer-equipment or non-computer-equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer-programme that contains any malicious or damaging code including but not limited to computer-virus worm logic-bomb or trojan-horse

**EXCLUSIONS  
Continued**

4. arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part
5. assumed by the Insured under any contract or agreement unless such liability would have attached to the Insured in the absence of such contract or agreement
6. for Bodily Injury to an Employee
7. for the Excess specified in the Schedule
8. for fines penalties punitive or exemplary damages
9. for Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance

Provided that

- (a) all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
  - (b) the liability of the Company for all damages payable in respect of such Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity
10. for loss of or damage to material property
    - (a) belonging to the Insured
    - (b) in the custody or control of the Insured or an Employee or partner or director of the Insured other than
      - (i) the personal effects (including vehicles and their contents) of any visitor Employee or partner or director of the Insured
      - (ii) buildings (together with the contents thereof) temporarily occupied by or on behalf of the Insured for the purpose of carrying out work in the course of the Business
      - (iii) buildings (including their fixtures and fittings) leased or rented by the Insured but excluding liability assumed under the terms of any tenancy agreement which would not have attached in the absence of such agreement

**EXCLUSIONS**  
**Continued**

- 11.** caused by or arising from the ownership possession or use by or on behalf of the Insured of any
- (a) mechanically propelled vehicle other than
    - (i) the use of plant as a tool of trade at the Insured's premises or any site at which the Insured is working in the course of the Business
    - (ii) the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicleexcept where indemnity is provided by any other insurance or where compulsory insurance or security for such vehicle is required under Road Traffic Act Legislation
  - (b) aircraft or hovercraft
  - (c) watercraft other than hand propelled watercraft not exceeding eight metres in length
- 12.** caused by or arising from any design plan or specification or any treatment or advice (remedial professional or otherwise) given administered or omitted by the Insured or an Employee or partner or director of the Insured for which a fee is or would normally be charged
- 13.** for loss of or damage to that part of any property on which the Insured or an Employee or partner or director or agent of the Insured is or has been working where the loss or damage arises out of such work
- 14.** (a) caused by or arising from a Product other than food or beverages prepared and/or served for consumption on any premises occupied by the Insured
- (b) for the cost of repairing replacing recalling altering removing or reinstating a Product
- 15.** arising directly or indirectly out of or in connection with any job creation scheme or similar sponsored scheme or project.
- 16.** directly or indirectly caused by arising from in consequence of or in any way involving asbestos
- But this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property

## **CONDITIONS**

### **1. Due Observance**

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

### **2. Non-Disclosure**

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

### **3. Alterations in Risk**

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

### **4. Reasonable Precautions**

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

### **5. Claims Conditions**

- (a) In the event of an occurrence which may give rise to a claim for indemnity under this Policy the Insured shall give immediate notice to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. The Insured shall inform the Company immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company every relevant document which must remain unanswered by the Insured
- (b) No admission repudiation offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company. The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise. The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require. The Company shall not be liable for any loss alleged to have been sustained by the Insured in consequence of any action or omission of the Company in the course of any claim or proceedings
- (c) The Company may at any time at its sole discretion pay to the Insured the amount of the Limit of Indemnity (less any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and be under no further liability in respect of such claim or claims except for other costs and expenses for which the Company may be responsible incurred prior to such payment

**CONDITIONS**  
**Continued**

**6. Premium Adjustment**

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

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

and

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

**7. Other Insurances**

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

**8. Cancellation**

- (a) The Company may cancel this Policy at any time by giving 21 days notice by registered letter to the last known address of the Insured and in such case the Insured shall be entitled to the return of a proportionate part of the Premium in respect of the unexpired Period of Insurance subject to the retention by the Company of the Minimum Premium stated in the Schedule or as advised to the Insured or if the Premium has been based on estimates supplied by the Insured the Premium shall be adjusted in accordance with Policy Condition 6
- (b) Without prejudice to the generality of Policy Condition 8 (a) if the Company has agreed to accept payment of Premium for this Policy by instalments then in the event of non-payment of any instalment on or before the due date the Company may cancel this Policy by giving 7 days notice by registered letter to the last known address of the Insured following the expiry of which notice this Policy shall be automatically cancelled and the Company shall be entitled to payment of the Premium proportionate to the Period of Insurance.

**CONDITIONS**  
**Continued**

**9. Arbitration**

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

**10. Insurance Act 1936**

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