

# LLOYD'S

## CONTRACTORS COMBINED

UNDERWRITTEN BY

**LLOYD'S INSURANCE COMPANY S.A.**

*UNDER BINDING AUTHORITY No. B1802BG4186722*

*LLOYD'S INSURANCE COMPANY S.A. IS A BELGIAN LIMITED LIABILITY COMPANY (SOCIETE ANONYME / NAAMLOZE VENNOOTSCHAP) WITH ITS REGISTERED OFFICE AT BASTION TOWER, MARVELDPLEIN 5, 1050 BRUSSELS, BELGIUM*

LLOYD'S INSURANCE COMPANY S.A IS AN INSURANCE COMPANY SUBJECT TO THE SUPERVISION OF THE NATIONAL BANK OF BELGIUM. ITS FIRM REFERENCE NUMBER(S) AND OTHER DETAILS CAN BE FOUND ON [WWW.NBB.BE](http://WWW.NBB.BE).

WEBSITE: [WWW.LLOYDS.COM/BRUSSELS](http://WWW.LLOYDS.COM/BRUSSELS) E-MAIL: [ENQUIRIES.LLOYDSBRUSSELS@LLOYDS.COM](mailto:ENQUIRIES.LLOYDSBRUSSELS@LLOYDS.COM)

BANK DETAILS: CITIBANK EUROPE PLC BELGIUM BRANCH, BOULEVARD GENERAL JACQUES 263G, BRUSSELS 1050, BELGIUM - BE46570135225536.

WRIGHTWAY UNDERWRITING LTD IS REGULATED BY THE CENTRAL BANK OF IRELAND



Policy Document

# Contractors Combined

## Policy Wording

This **Policy** which has been arranged by Wrightway Underwriting Ltd is a contract between **You** (named in the **Insurance Schedule**) and Lloyd's Insurance Company S.A (hereafter referred to as **Us, Our, We**).

Provided the premium specified in the **Insurance Schedule** has been paid in the required manner, **We** will provide the insurance specified in this **Policy** (which includes any attached **Endorsements**) and **Insurance Schedule** during the **Period of Insurance**.

## Special Conditions

The following are conditions of the **Policy** that **You** need to meet as **Your** part of this contract for insurance. If **You** do not meet these important conditions, **We** may reject **Your** claim or reduce **Your** claim payment. In some circumstances, **Your Policy** may not be valid.

The Important Conditions in this **Policy** are as follows & are applicable to all sections:

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## Important Conditions

This document, the **Insurance Schedule** and any **Endorsements** attached form **Your Policy**. This document sets out the conditions of the insurance between **You** and **Us**. Please read this **Policy** carefully and if the coverage or benefits provided do not meet **Your** requirements or **You** do not comply with the conditions set out in this Section, please return these documents within the Cooling-Off Period to the **Insurance Broker** who arranged this **Policy** on your behalf.

It is important that:

- **You** check that the Sections of Cover that **You** have requested are included in the **Insurance Schedule**
- **You** check that the information **You** have given **Us** is accurate – please see the “Information That **You** Provide to **Us**” further below
- **You** notify **Your Insurance Broker** as soon as practicable of any inaccuracies in the information that **You** have provided to **Us**
- **You** comply with **Your** duties under each Section of Cover for which **You** are insured, and under the terms and conditions of this **Policy** as a whole

## Information That You Provide to Us

**We** are relying upon the information **You** provide to **Us**, either directly or through **Your Insurance Broker**, in deciding whether to provide **You** with this **Policy** and on what terms and at what premium. You must answer all questions posed by **Us** honestly and with reasonable care and ensure the information is accurate and complete.

You must acknowledge and accept the following:

- a) You have a duty prior to entering into the **Policy** and/or prior to the renewal of this **Policy** to provide responses to questions asked by **Us** in relation to the risk(s) to be insured.
- b) a matter about which **We** ask a specific question is material to the risk undertaken by us or the calculation or the premium by **Us**, or both.
- c) You have a duty to answer all questions asked by **Us** honestly and with reasonable care.
- d) While **We** acknowledge that **You** have no duty of voluntary disclosure, **You** shall ensure that information which is voluntarily provided by **You** is provided honestly and with reasonable care.

## Misrepresentation

- a) Where a claim is made under the **Policy** but an answer which was provided, or information which was volunteered, by **You** involves a negligent misrepresentation, the remedy available to **Us** shall reflect what **We** would have done had **We** been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
  - i) if **We** would not have entered into the **Policy** on any terms, **We** may avoid the **Policy** from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
  - ii) if **We** would have entered into the **Policy**, but on different terms (excluding terms relating to the premium), the **Policy** is to be treated as if it had been entered into on those different terms if **We** so require;
  - iii) if **We** would have entered into the **Policy**, but would have charged a higher premium, **We** may reduce proportionately the amount paid on a claim;
- b) Where a claim is made under the **Policy** and where an answer by **You** involves a fraudulent misrepresentation or where any conduct by **You** involves fraud or any other kind, **We** shall be entitled to avoid the **Policy**.
- c) Where misrepresentation occurs but no claims outstanding under the policy, **We** may:
  - i) give notice to **You** that in the event of a claim **We** will exercise the remedies in paragraphs i) to iii) above or
  - ii) terminate the contract

## Cooling-Off Period and Cancellation

If this **Policy** does not meet **Your** requirements and **You** wish to cancel this insurance, **You** must notify **Your Insurance Broker** who arranged this **Policy** for **You** within the Cooling-Off Period, which is 14 working days from the commencement of the **Period of Insurance** specified in the **Insurance Schedule** or within fourteen working 14 working days from receipt of the **Policy** documents from **Your Insurance Broker**, whichever time period is later.

If **You** have not made a claim during this Cooling-Off Period, **We** will refund the premium **You** have paid to **Us** in full to **You** via **Your Insurance Broker**. Please contact **Your Insurance Broker** to obtain this refund. Their address and telephone number will appear on their correspondence to **You**.

If **You** wish to cancel this **Policy** after the Cooling-Off Period has expired, **You** may do so provided **You** have not made a claim by giving fourteen (14) days written notice to **Us**. In this event, **We** will refund the premium **You** have paid to **Us** to **You** via **Your Insurance Broker** less the amount of premium which relates to the time period under which **You** have been covered under this **Policy**.

**We** may cancel this **Policy** by giving 14 days written notice to **You** at **Your** last known address and to **Your Insurance Broker**. **We** will only do this for a valid reason, for example:

- Failure to pay the premium; or
- Non-cooperation or failure to supply information or documentation upon request; or
- A change in risk occurring such that **We** are no longer able to provide **You** with insurance cover.

If this **Policy** is cancelled by **Us** then, provided **You** have not made a claim, **We** will refund the premium **You** have paid to **Us** to **You** via **Your Insurance Broker** less the amount of premium which relates to the time period under which **You** have been covered under this **Policy**.

## Disputes and Complaints

Any complaint should be addressed to:

Service Manager Operations Team  
Lloyd's Insurance Company S.A. Bastion Tower  
Marsveldplein 5  
1050 Brussels Belgium

Tel: +32 (0)2 227 39 39

E-mail: [enquiries.lloydsbrussels@lloyds.com](mailto:enquiries.lloydsbrussels@lloyds.com)

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within twenty business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made. Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman Lincoln House  
Lincoln Place Dublin 2  
D02 VH29  
Republic of Ireland

Tel: +353 1 567 7000

E-mail: [info@fspo.ie](mailto:info@fspo.ie) Website: [www.fspo.ie](http://www.fspo.ie)

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this **Policy**. If **You** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this **Policy**.

Further information about the scheme is available from the Financial Services Compensation Scheme at the following address or website: [www.fscs.org.uk](http://www.fscs.org.uk)

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY

**Telephone:** 020 7678 1100 (free from "fixed lines" in the UK)

**Telephone:** 020 7741 4100

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

## Claims Procedures

### How to Make a Claim

**You** must comply with the following conditions:

1. notify **Your** Broker as soon as practicable giving full details of what has happened;
2. provide **Your** Broker with any other required information;
3. forward to **Your** Broker as soon as practicable, any letter, claim, writ, summons or other legal document **You** receive if a claim for liability is made against **You**;
4. inform the Gardai/ Police as soon as practicable following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property
5. do not admit liability or offer or agree to settle any claim without **Our** prior written permission
6. provide **Us** with evidence of value or age (or both) as soon as practicable if **We** require - it is **Your** responsibility to prove **Your** loss and retain receipts, photographs and guarantees where practicable
7. retain ownership of **Your** property at all times as **We** will not take ownership of, or accept liability for, any of **Your** property unless **We** agree with **You** in writing in advance to do so
8. carry out any necessary measures to reduce the loss at **Your** own expense.
9. Co-operate with and assist **Your** Broker in **Our** obligations to the Personal Injuries Assessment Board 2003 and/or the Civil Liabilities and Courts Act 2004 (including subsequent amendments and replacements). All communications from the Injuries Board shall be promptly forwarded to **Us** unanswered.

## How We Deal with Your Claim

### Basis of Settlement

Some Sections of the **Policy** contain the Basis of Settlement that will apply to that particular Section. This will tell **You** how **We** settle any claim under that Section. **You** will not be entitled to abandon any property to **Us**.

### Consent

No admission, offer, promise, payment or indemnity shall be made by **You** or given by **You** or on **Our** behalf without **Our** prior written consent. **You** shall give such assistance in dealing with claims and the conduct of legal proceedings arising from those claims, as **We** or **Our** chosen legal advisers and consultants may reasonably require.

### Defence of Claims

**We** may, at **Our** discretion:

1. take full responsibility for conducting, defending or settling any claim in **Your** name
2. take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this **Policy**.

### Other Ways We Might Deal with Your Claim

Some Sections may have other details about claims, for example, reporting. **You** must read them carefully in case there are conditions that **You** must adhere to.

### Other Insurance

If any claim **You** submit that is covered under this **Policy** is also covered under another insurance policy that **You** have, **We** will at **Our** discretion either pay the full claim and then seek reimbursement for half of this from **Your** other insurance policy or **We** will pay only half of the claim and **You** can claim the other half from **Your** other insurance policy.

### Our Rights After a Claim

1. Upon the happening or discovery of any **Occurrence** **We** may enter and take possession of or require **You** to deliver to **Us** the property insured under this **Policy** which **We** will deal with in a manner without incurring liability or reducing **Our** rights.
2. **We** will not pay for **Damage** if **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us**
3. **We** shall have the right at any time to take full control of the investigation, adjustment and settlement of any claim notified.
4. **We** may appoint any other person or persons to act on **Our** behalf for such purpose and any settlement agreed either before or after indemnification under this **Policy**.

### Subrogation

If **We** become liable for any payment for a loss arising under this **Policy**, **We** shall be subrogated, to the extent of such payment, to all of **Your** rights and remedies against any party for such loss and **We** shall be entitled, at **Our** own expense, to sue in **Your** name. **You** shall give **Us** all such assistance in **Your** power as **We** may reasonably require to secure **Our** rights and remedies either before or after any payment under this **Policy**.

This refers and applies to any right **We** have to be subrogated to **Your** rights against some other person but **You** have not exercised those rights and might reasonably be expected not to exercise those rights because:

- I. **You** and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998) or are cohabitants (to be construed in accordance with the Civil Partnership and Certain rights and Obligations of Cohabitants Act 2010); or
- II. **You** expressly or impliedly consented to the use, by the other person, of a motor vehicle insured under **Your** **Policy**:
  - a) Where the other person is not insured in respect of their liability to **You**, **We** do not have the right to be subrogated to **Your** rights against that other person.
  - b) Where the other person is so insured, **We** may not recover from the other person an amount greater than the amount that they may recover under their insurance policy.
  - c) This does not apply where the conduct of the other person that gave rise to the loss was serious or wilful misconduct.
  - d) If **You** are an employer, **We** will not exercise **Our** right of subrogation against an employee except where a loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

### Fraudulent Claims

If **You**, or anyone acting for **You**, makes a claim which is fraudulent and/or intentionally exaggerated and/or where **We** have been given any documents which are false or stolen, **We** may have the right to:

- a) refuse to pay the claim.
- b) terminate the **Policy** by written notice in which case cover under the **Policy** shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted, without return of any premium.

Should **We** terminate the policy **We** shall refuse all liability to **You** for any claim made after the submission of the Fraudulent Claim, but **We** cannot refuse any claim made before submission of the Fraudulent Claim.

### Claims Co-operation and Access to Records

**You** shall co-operate with **Us** in the review of a claim and provide **Us** and **Our** designated representatives as soon as practicable with all information, documentation and medical information **We** may require as may be necessary for the purpose of reviewing the claim and **You** shall provide as soon as practicable upon **Our** request all authorisations necessary to obtain **Your** medical records that **We** may require as may be necessary for the purpose of reviewing the claim.

## General Definitions

Certain words in this **Policy** have a specific meaning. They have this specific meaning wherever they appear in this **Policy** or **Insurance Schedule** and are shown in bold print. Words in the singular shall include the plural and vice versa.

### Business

The **Business** shall include in addition to those activities as stated in the **Schedule**:

- a) the ownership, maintenance and upkeep of the premises owned or occupied by **You**
- b) the provision of catering, social and sports facilities
- c) the provision of fire, first aid, medical, welfare, rescue, ambulance and security services by **You** for **Employees**
- d) private duties of an **Employee** for any partner director or officers of **Yours** with **Your** prior consent performed within the **Territorial Limits**
- e) attendance at or participation in trade fairs, shows and exhibitions by **You** within the **Territorial Limits**
- f) the provision of car parks by **You** for **Employees**
- g) participation by **You** as an exhibitor

### Computer Virus

Any corrupting instruction that propagates itself via a computer system or network.

### Damage / Damaged

Accidental physical loss of or destruction of material property.

### Electronic Data

Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

### Employee

Any person under a contract of service or apprenticeship with **You** whilst working for **You** or in connection with **Your Business**  
Any of the following persons whilst working for **You** or in connection with **Your Business**

- any labour master or labour only sub-contractor or person supplied by either of them
- any self-employed person providing labour only
- any trainee or person undergoing work experience
- any voluntary helper
- any person who is borrowed or hired to **You**

### Excess

The amount payable by **You** before **We** make any payments.

### Injury

Accidental Bodily injury, death, disease, illness, physical and mental injury, anguish or nervous shock.

### Insurers

Lloyd's Insurance Company S.A

### Insurance Schedule

The document showing details of the cover **You** have purchased.

### Occurrence

Any one loss or series of losses arising from one event or incident.

### Offshore

From the time of embarkation by an **Employee** onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that **Employee** from a conveyance on to land upon return from an offshore rig or offshore platform.

### Period of Insurance

The period shown on the **Insurance Schedule** which time is taken as Greenwich Mean Time unless otherwise stated.

### Policy

The terms of this contract of insurance including the **Insurance Schedule** and any amendments accepted by **Us** in writing and attached as an endorsement.

### Product

**Product** shall mean any commodities or goods or any thing (including packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by **You** or on **Your** behalf or any structure constructed, erected or installed or contract work executed by **You** or on **Your** behalf in the course of the **Business**.

### Territorial Limits

Anywhere onshore within the Republic of Ireland, the United Kingdom, Northern Ireland, the Channel Islands or the Isle of Man.



## Terrorism

An 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.

## Vehicle

Any mechanically propelled vehicle (including any machinery or apparatus attached thereto) designed for use, or being used in circumstances, where compulsory insurance or security is required by virtue of any Road Traffic Act or similar law.

## We/Us/Our

Lloyd's Insurance Company S.A

## You/Yours

The party or parties specified in the **Insurance Schedule** and, upon **Your** request, any of the following:

- a) directors while acting in their respective capacities as such for **You**
- b) Employees
- c) officers or committee members
- d) individuals in their respective capacities providing **Your** catering, social and sports activities in their respective capacities as such
- e) individuals providing **Your** first aid, fire, medical, welfare, rescue, security and ambulance services in their respective capacities as such.

## Consumer

A natural person, not acting in the course of business, a sole trader, partnership, trust club or charity (not being a body corporate), with an annual turnover in its previous financial year of €3 million or less.

## Restrictive Condition

"continuing restrictive condition" means any condition, however expressed, that purports to require You to do, or not to do, a particular act or acts, or requires You to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition);

## Suspensive Condition

In Contract of insurance, any Contract term however described that imposes a continuing restrictive condition on You during the course of the contract shall be treated as a suspensive condition in that, upon a breach of such a condition, Our liability is, suspended for the duration of the breach but if the breach has been remedied by the time a loss has occurred, We shall (in the absence of any other defence to the claim) be obliged to pay any claim made under the contract of insurance.

## Section A – Employers Liability

**Our** total liability to pay under this Section of the **Policy** shall not exceed the Limit of Indemnity or the amount as stated in the **Insurance Schedule** whichever is the lesser.

### What is Covered

**We** will indemnify **You** for an amount not exceeding the Limit of Indemnity as stated in the **Insurance Schedule** for all sums (including claimant's costs and expenses) which **You** become legally liable to pay as damages in respect of **Injury** sustained by an **Employee** caused during the **Period of Insurance** within the **Territorial Limits**.

### Health and Safety Legislation

In the event of any act or omission, or alleged act or omission, leading to criminal proceedings brought in respect of a breach of the Safety, Health and Welfare Act 1989 and 2005 and any subsequent amendments, **We** will provide cover, upto an amount not exceeding the limit shown in the **Schedule**, against legal fees and expenses incurred in representing **You** for such proceedings, including an appeal against the result of such proceedings, as long as the proceedings relate to an act, omission, incident, or alleged act, omission or incident, which has been committed during the period of insurance in the course of the **Business**.

## Section A – Extensions

### Compensation for Court Appearance

If **You** attend court as a witness at **Our** request in connection with an **Occurrence** which is covered under this Section of the **Policy**, **We** will provide compensation to **You** at the following rates for each day on which attendance is required:

- a) any director, partner, executive officer of **Yours** €500
- b) any other of **Your Employees** €250

### Safety, Health & Welfare at Work Act 1989 & 2005 (and any subsequent amendments)

**We** will pay **You** in respect of:

- a) Legal costs and expenses incurred with **Our** written consent; and
- b) Costs awarded against **You** in respect of the Safety, Health and Welfare Act 1989 and 2005 and any subsequent amendments as a result of any death happening in connection with the **Business** during the period of insurance and which may be the subject of payment under this section.

Provided that

- a) **Our** liability shall not exceed the maximum amount payable shown in the **Schedule** during any one period of insurance
- b) All amounts payable under this extension will be part of and not be in addition to the maximum amount payable shown in the **Schedule**
- c) Where **We** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under the Safety, Health and Welfare Act 1989 and 2005 and any subsequent amendments arising out of the same **Occurrence** which give rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this section
- d) **We** agreed in writing to the appointment of any solicitor or counsel who is to act on **Your** behalf prior to their appointment.

**We** will not be liable for:

- a) Any fines or penalties or the cost of implementing any remedial order or publicity order
- b) An appeal against any fines penalties remedial order or publicity order
- c) Any costs incurred which result from the failure to comply with any remedial order or publicity order
- d) Costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **Us**
- e) Cost and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any other director partner or **Employee of Yours**
- f) Costs and expenses provided by any other source or any other insurance or which but for the existence of this extension would have been provided by such source or insurance
- g) Cost and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **You** in a court of law within the **Territorial limits**.

### Coverage for Principals

**We** will provide cover, at **Your** request, to any Principal with whom **You** have entered into an agreement, to the extent required by such agreement, but only in respect of liability for which **You** would have been entitled to cover under this Section of the **Policy** if the claim had been made against **You**. Provided always that **We** shall retain sole conduct and control of any claim and the Principal shall observe fulfil and be subject to the terms conditions Exclusions and Limits of this Section in so far as they can apply.

### Manslaughter Defence Costs

**We** will cover **You** under this Section of the **Policy** for:

- a) legal costs and expenses incurred with **Our** prior written consent
- b) costs awarded against **You** or **Your** directors partners or **Employees**

in connection with the defence of any criminal proceedings brought or in appeal against conviction arising from such proceedings in respect of a charge of manslaughter arising in connection with any matter which may be covered under this **Policy**.

### Solicitors' Fees

**We** will pay solicitors' fees incurred with **Our** prior written consent for:

- a) representation at any Coroner's Inquest or Fatal Inquiry in respect of any death
- b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Section.

### Work Overseas

This **Policy** shall not cover any **Injury** caused outside of the **Territorial Limits** except for **Employees** temporarily employed outside of the **Territorial Limits** provided that the employment was entered into in the **Territorial Limits**.

## Section A – Specific Exclusions

**We are not liable for:**

### Asbestos

Any loss, **Injury, Damage**, cost or expense caused by, resulting from or arising in connection with the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos unless cover under this **Policy** is deemed to be required by any law relating to compulsory insurance of liability to **Employees** in which case **Our** total liability to pay any loss, **Injury, Damage**, cost or expense shall not exceed (€5,000,000) in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause.

### Motor Vehicles

**Bodily Injury** to an Employee in circumstances where compulsory insurance, or security, is required by the Road Traffic Act legislation

### Work Offshore

Any **Injury** caused during the **Period of Insurance** and sustained by an **Employee** either:

- a) on any **Offshore** installation or support or accommodation vessel for any **Offshore** installation or
- b) in transit to from or between any **Offshore** installation support or accommodation vessel for any **Offshore** installation



## Woodworking Machinery

Any **Injury** caused during the **Period of Insurance** and sustained by an **Employee** arising from or in connection with the use of fixed non-portable woodworking machinery powered by any means unless

- a) **You** have provided formal training to Employees in the appropriate safe use of such equipment
- b) Training records are retained for a minimum period of 5 years and such records are available for inspection upon request

## Working Directors

Any liability for Working Directors unless a wage roll specific to each insured director is disclosed and agreed by **Us** and an appropriate premium charged.

## Section A - Special Conditions

The following conditions apply to this Section of the **Policy**. If **You** do not comply with any Special Condition, and that Special Condition is relevant to a claim, **We** may refuse to pay part of or all of that claim.

### Personal Protective Equipment (PPE)

**Employee's**, sub-contractors, visitors or any person who **You** may be responsible for must be made aware of the dangers associated with the incorrect use of or non-wearing of relevant personal protective equipment which is fit for the purpose for which it intended. Training records pertaining to access to and the correct use of personal protective equipment must be maintained and made available for inspection on demand. In the event that work is undertaken above a height of 10 metres suitable fall arrest equipment must be used and should be anchored to a position such as to prevent impact with any surface in the event of a fall.

### Safety Statement Condition

**You** shall have and maintain a safety statement which satisfies the requirements of Safety, Health and Welfare at Work Act 2005 and subsequent acts and amendments.

## Section B – Public & Products Liability

**Our** total liability to pay under this Section of the **Policy** shall not exceed the Limit of Indemnity or the amount as stated in the **Insurance Schedule** whichever is the lesser.

### Section B – Extensions

#### Compensation for Court Appearance

In the event that **You** attend court as a witness at **Our** request in connection with an **Occurrence** in which **You** are entitled to cover under this Section of the **Policy**, **We** will provide compensation to **You** at the following rates for each day on which attendance is required:

- |   |      |
|---|------|
| a) any director, partner, executive officer of <b>Yours</b> | €500 |
| b) any other of <b>Your Employees</b>                       | €250 |

#### Contingent Motor Liability

**We** shall provide cover under this Section of the **Policy** to **You** for legal liability arising out of use by any **Employee** of any private **Vehicle**, including any trailer or apparatus attached to the private **Vehicle**, but not any **Vehicle** which is the property of or property leased or rented to **You** and being used by **You** in the course of the **Business**.

**We** shall not provide cover under this Section of the **Policy**:

- a) in respect of **Damage** to any such private **Vehicle** or its contents
- b) arising while the private **Vehicle** is being driven by **You**
- c) arising while the private **Vehicle** is being driven with **Your** general consent or the general consent of **Your** representative by any person who, to **Your** knowledge or the knowledge of **Your** representative, does not hold a valid licence to drive such **Vehicle** unless such a person has held a valid licence within the **Territorial Limits** and is not disqualified from holding or obtaining such licence
- d) arising while such private **Vehicle** is being used outside of the **Territorial Limits**.

#### Cross Liabilities

**We** will insure each party named in the **Insurance Schedule** as if a separate **Policy** had been issued to each party. Provided always that **Our** total liability shall not exceed the Limits of Indemnity stated in the **Insurance Schedule** regardless of the number of parties claiming cover under this Section of the **Policy**.

#### Safety, Health & Welfare at Work Act 1989 & 2005 (and any subsequent amendments)

**We** will pay **You** in respect of:

- a) Legal costs and expenses incurred with **Our** written consent; and
- b) Costs awarded against **You** in respect of the Safety, Health and Welfare Act 1989 and 2005 and any subsequent amendments as a result of any death happening in connection with the **Business** during the **Period of Insurance** and which may be the subject of payment under this section.

Provided that

- a) **Our** liability shall not exceed the maximum amount payable shown in the **Insurance Schedule** during any one **Period of Insurance**
- b) All amounts payable under this extension will be part of and not be in addition to the maximum amount payable shown in the **Insurance Schedule**

- c) Where **We** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under the Safety, Health and Welfare Act 1989 and 2005 and any subsequent amendments arising out of the same **Occurrence** which give rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this section
- d) **We** agreed in writing to the appointment of any solicitor or counsel who is to act on **Your** behalf prior to their appointment.

**We** will not be liable for:

- a) Any fines or penalties or the cost of implementing any remedial order or publicity order
- b) An appeal against any fines penalties remedial order or publicity order
- c) Any costs incurred which result from the failure to comply with any remedial order or publicity order
- d) Costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **Us**
- e) Cost and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any other director partner or Employee of **Yours**
- f) Costs and expenses provided by any other source or any other insurance or which but for the existence of this extension would have been provided by such source or insurance
- g) Cost and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **You** in a court of law within the Territorial limits

### Coverage to Principals

**We** will provide cover at **Your** request to any Principal with whom **You** have entered into an agreement, to the extent required by such agreement, but only in respect of liability for which **You** would have been entitled to indemnity under this Section if the claim had been made against **You**. Provided always that **We** shall retain sole conduct and control of any claim and the Principal shall observe fulfil and be subject to the terms conditions Exclusions and Limits of this Section in so far as they can apply.

### Joint Insured (Government Contracts)

Where a local authority, public body or health board is counterparty to a contract, under this section of **Policy** they are noted as joint insured in relation to any contract undertaken solely in order to indemnify **You** in respect of **Your** legal liability.

In such an instance, **We** require that contracts take the following forms:

- a) Government Department and Local Authority Contract Conditions 1982
- b) Irish Government Public Works Contract Conditions

### Overseas Personal Liability

**We** will pay **You** and at **Your** request any director, partner, or **Employee** of **Yours** or any spouse or child, who are accompanying such persons, in connection with an event occurring in a country outside of the Republic of Ireland, whilst on a temporary visit in connection with the **Business**.

Provided that:

- 1) any person entitled to payment under this Section Extension shall, as though they were **You**, be subject to the terms (including without limitation the Conditions and the Exceptions) of this **Policy** insofar as they can apply;
- 2) nothing in this Extension shall increase **Our** liability to pay any amount exceeding the Limit of Indemnity as stated in the **Schedule** regardless of the number of persons claiming to be paid;

**We** will not provide cover against:

- a) any contractual liability;
- b) liability for which cover is provided by any other insurance;
- c) liability in respect of **Damage** to **Property** belonging to, or in the custody or under the control of any person entitled to payment under this section extension;
- d) liability in respect of **Bodily Injury** to any person entitled to payment under this section extension;
- e) liability caused by or arising from the ownership or occupation of land or buildings;
- f) the carrying on of any business, profession, trade or employment;
- g) the ownership, possession, or use of animals.

### Personal Representatives

In the event of **Your** death, the cover provided by this Section of the **Policy** shall apply to any personal representative in respect of liability incurred by **You**.

Provided always that such personal representatives shall be observe, fulfil and be subject to the terms, limitations and conditions of this Section of this **Policy** as **You**.

### Solicitors' Fees

**We** will pay solicitors' fees incurred with **Our** prior written consent for:

- a) representation at any Coroner's Inquest or Fatal Inquiry in respect of any death
- b) defence in any Court of Summary Jurisdiction or any proceedings in respect of any act or omission causing or relating to any event which may be the subject of cover under this Section of the **Policy**.

## Section B – Specific Exclusions

### **We are not liable for:**

#### **Advice, Design, Specification for a Fee**

Liability for **Injury** or **Damage** arising out of or regarding advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by **You** or on **Your** behalf.

#### **Asbestos, Silica, Polychlorinated Biphenyl, Urea-Formaldehyde**

Liability caused by, resulting from or arising in connection with asbestos, asbestos fibres or products containing asbestos or silica, polychlorinated biphenyls or urea-formaldehyde. Furthermore this **Policy** shall not apply to:

- a) any liability for costs or expenses incurred in the removal, repair or replacement of any of the above substances or products containing any of the above substances incorporated in any building, structure, installation, plant or premises
- b) any liability arising **Our** defence of any claim or suit against **You** alleging actual or threatened **Injury** or **Damage** arising out of the above substances under this exclusion.

#### **Care, Custody and Control**

**Damage** to **Your** property or that in **Your** care, custody or control other than personal effects of **Yours** or **Your** visitors.

#### **Contractual Liability**

Liability which is assumed by **You** by agreement unless such liability would have attached in the absence of such agreement.

#### **Employers Liability**

Liability for **Injury** sustained by **You** or any **Employee**.

#### **Fines, Penalties and Liquidated Damages**

Any liability resulting from or arising out of fines, penalties, aggravated damages, liquidated damages, punitive damages, exemplary damages or performance warranties of any nature.

#### **Pollution or Contamination**

Liability in respect of **Pollution or Contamination** other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

For the purpose of this exclusion clause '**Pollution or Contamination**' shall be deemed to mean:

- a) all **Pollution or Contamination** of buildings or other structures or of water or land or the atmosphere
- b) all loss cost expense or **Damage** or **Injury** caused by, resulting from or arising in connection with any **Pollution or Contamination**.

All **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

#### **Domiciled Elsewhere**

Any associated or subsidiary company of **Yours** or branch office or representative of **Yours** with power of attorney domiciled outside of the **Territorial Limits**

#### **Pyrite**

The defence costs of an action for damages arising from or in connection with the supply, distribution, construction, installation of any products or materials containing Pyrite or any products and/or materials alleged to contain pyrite or from any legal expenses or fees incurred due to pyrite or allegations surrounding pyrite

#### **Efficacy**

The failure of a **Product** or part thereof to fulfil the purpose for which it was intended to perform as specified warranted or guaranteed.

#### **Spray Paint Overdrift**

Liability arising out of and/or in connection with paint overspray and/or drift associated with works on the exterior of buildings or in the open in connection with the **Business**.

## Section B - Special Conditions

The following conditions apply to this Section of the **Policy**. If **You** do not comply with any Special Condition, and that Special Condition is relevant to a claim, **We** may refuse to pay part of or all of that claim.

#### **Heat**

It is a Special Condition under this Section of the **Policy** that the following precautions will be taken on each occasion where **You** are using any process which involves the application of heat, other than soldering, away from **Your** premises:

- a) the immediate area in which the operation is to be carried out must be segregated to the greatest practical extent by the use of screens made of metal and/or fire retardant material
- b) the whole of this segregated area must be adequately cleaned and freed from combustible material before operations commence
- c) combustible floors and/or substances in or surrounding the segregated area must be liberally covered with sand or protected by overlapping sheets of incombustible material
- d) where work is being carried out in any area where there is a risk that combustible material is in danger of ignition either directly or by conduction of heat an additional **Employee** of **Yours** or an employee of the occupier shall remain continuously in attendance at the point of work until the work is complete to guard against an outbreak of fire

- e) no work is carried out unless specifically authorised by the occupier or main contractor who should also be asked to approve the safety arrangements
- f) suitable fire extinguishers and/or hoses connected up in readiness for immediate use and tested prior to the commencement of the work must be kept available for immediate use near the scene of operations. Immediate steps must be taken to extinguish any smouldering or flames discovered
- g) thorough examinations must be made in the vicinity of the work at frequent intervals for at least one hour after the termination of each operation. In the event that it is not practical for such examination to be carried out by **Your Employee** then appropriate arrangements must be made with the occupier or main contractor. Immediate steps must be taken to extinguish any smouldering or flames discovered
- h) before "burning off" metal work built into or projecting through walls or partitions an examination should be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat
- i) blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use
- j) where **You** burn debris away from **Your** premises the following precautions shall be taken on each occasion:
  - i) fires to be in a cleared area and at a distance of at least ten metres from any property
  - ii) fire not to be left unattended at any time
  - iii) a suitable fire extinguisher to be kept available for immediate use
  - iv) fires to be extinguished at least one hour prior to leaving site at the end of each working day.
- k) where there is use of asphalt, bitumen, tar, pitch or lead heaters, the heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

### Bona Fide Sub Contractors

It is a **Special Condition** under this **Policy** that whenever work is undertaken on **Your** behalf by Bona Fide Subcontractors **You** will obtain and retain a written record that such subcontractors have in force throughout the duration of any work undertaken:

- a) Employers Liability Insurance, where legally required to do so
- b) Public Liability Insurance with a limit of indemnity not less than €2,600,000 any one loss or in the aggregate, covering legal liability for **Damage** or **Injury** to any person other than an employee
- c) includes an 'Indemnity to Principals' clause
- d) the insurance is revalidated every twelve (12) months throughout the duration of their contract with **You**
- e) in the event of a claim related to work undertaken by Bona Fide Subcontractors **You** shall provide documentary evidence of the Insurance held by such subcontractors at the time of their appointment to carry out the work.

### Legionella Precautions

It is a Special Condition under this Section of the **Policy** that If **You** own or are responsible for water systems, water installations or cooling systems, a written risk assessment must be undertaken and controls put in place to prevent the growth of biological agents that may cause disease or illness.

### Underground Services

It is a Special Condition under this Section of the **Policy** that that **You** comply with the following precautions prior to any digging or excavation work is carried out:

- a) all reasonable steps must be taken by **You** to identify the position of pipes cables and services located underground including the use of any freephone facility for the location of such underground pipes, cables and services
- b) a written record of the measures taken to locate the underground pipes, cables and services must be retained by **You**
- c) a method of work must be adopted by **You** which will minimise the risk of loss to all pipes, cables and services located underground.

### Personal Protective Equipment (PPE)

**Employee's**, sub-contractors, visitors or any person who **You** may be responsible for must be made aware of the dangers associated with the incorrect use of or non-wearing of relevant personal protective equipment which is fit for the purpose for which it intended. Training records pertaining to access to and the correct use of personal protective equipment must be maintained and made available for inspection on demand. In the event that work is undertaken above a height of 10 metres suitable fall arrest equipment must be used and should be anchored to a position such as to prevent impact with any surface in the event of a fall.

### Safety Statement Condition

**You** shall have and maintain a safety statement which satisfies the requirements of Safety, Health and Welfare at Work Act 2005 and subsequent acts and amendments.

## Sub-Section B1 – Public Liability

**Our** total liability to pay under this Section of the **Policy** shall not exceed the Limit of Indemnity or the amount as stated in the **Insurance Schedule** whichever is the lesser.

### What is Covered

**We** will provide cover under this Section of the **Policy** to **You** for all sums which **You** shall become legally liable subject to the limits of indemnity in the **Insurance Schedule** to pay for:

- a) **Injury** to any person other than an **Employee** where such **Injury** arises out of and in the course of the person's employment
  - b) **Damage**
  - c) accidental obstruction; accidental trespass; accidental nuisance; accidental interference with pedestrian, road, rail, air or waterborne traffic; accidental invasion of the right of privacy; or accidental interference with any right of air, light, water or way
  - d) wrongful arrest or false imprisonment
- occurring during the **Period of Insurance** within the **Territorial Limits** in connection with **Your Business**.

**Our** liability under this Section of the **Policy** for all sums payable by **You** to any claimant or claimants in respect of each and every **Occurrence** shall not exceed the Limits of Indemnity specified in the **Insurance Schedule**.

## Sub-Section B1 – Specific Definitions

For the purpose of this Sub-Section B1 Public Liability '**Territorial Limits**' shall mean:

- a) Anywhere onshore within the Republic of Ireland, the United Kingdom, Northern Ireland, the Channel Islands or the Isle of Man
- b) manual and non-manual work carried out during temporary visits anywhere in the world (other than the United States of America or Canada) and
- c) non-manual work carried out during temporary visits to the United States of America or Canada.

## Sub-Section B1 – Specific Exclusions

We are not liable for:

### **Mechanically Propelled Vehicles, Craft and Plant**

Liability arising from the ownership or possession or use by or on behalf of **You** of any mechanically propelled vehicle or mobile plant:

- i) which is licensed for road use or
- ii) for which compulsory motor insurance or security is required
- iii) which is more specifically insured under another policy of insurance.

Provided always that this exclusion shall not apply in respect of:

- a) liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
- b) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- c) the unauthorised movement on **Your** premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured under another policy of insurance or unless compulsory motor insurance or security is required.
- d) liability arising from the ownership or possession or use by **You** or on **Your** behalf of craft designed to travel through air or space, hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways.

### **Products**

Liability arising from any **Product** after it has ceased to be in **Your** custody or control other than food or beverages for consumption on **Your** premises or at any other premises where **You** are carrying on the **Business**.

### **Property Being Worked Upon (Contract Works)**

**Damage** to property upon which **You** have been working where the **Damage** is the direct result of such work.

### **Defective Workmanship**

The cost of replacing or reinstating defective work which was supplied or worked on by **You**. This exclusion shall not apply to accidental bodily injury or accidental damage to property as a consequence of such defective work.

### **Property Held in Trust**

Loss of or **Damage** to property belonging to **You** or held in trust by or borrowed, rented, leased or hired for use by **You** but this exclusion shall not apply to:

- a) the personal effects (including **Vehicles** and their contents) of directors, **Employees** and visitors
- b) buildings or their contents temporarily occupied by **You** for the purpose of carrying out work
- c) premises (including fixtures and fittings) hired, rented, leased or lent to **You** other than loss or **Damage** if liability is assumed by **You** under a tenancy or other agreement and would not have attached in the absence of such tenancy or agreement.

## Sub-Section B2 - Products Liability

**Our** total liability to pay under this Section of the **Policy** shall not exceed the Limit of Indemnity or the amount as stated in the **Insurance Schedule** whichever is the lesser.

### **What is Covered**

**We** will provide cover under this Section of the **Policy** to **You** for all sums which **You** shall become legally liable to pay subject to the Limits of Indemnity specified in the **Insurance Schedule**:

- a) **Injury** to any person other than an **Employee** where such **Injury** arises out of and in the course of the person's employment
- b) **Damage** occurring during the **Period of Insurance** within the **Territorial Limits** and caused by **Products**.

**Our** liability under this Section of the **Policy** for all sums payable by **You** in respect of **Injury**, loss or **Damage** occurring during any one **Period of Insurance** shall not exceed the Limits of Indemnity specified in the **Insurance Schedule**.

## Sub-Section B2 – Specific Exclusions

We are not liable for:

1. replacing, reinstating, rectifying, recalling or guaranteeing the performance of any **Products**
2. liability arising from any **Products**:
  - a) which at the time of the contract of sale or supply are knowingly:
    - i) sold or supplied for use in craft designed to travel through air or space
    - ii) exported to the United States of America or Canada
  - b) in the custody or control of **You**.



## General Conditions

### Alteration of Risk

**You** must immediately notify **Us** if at any time during the **Period of Insurance** there are any alterations made by **You** after this **Policy** commences which increases the risk of physical loss or **Damage** or injury to any of the risks covered under this **Policy**. **You** shall at **Your** expense promptly take all reasonable steps to prevent claims occurring as a result of such alteration of risk. With effect from the date of any alteration **We** are entitled to change the terms of this **Policy** as result of any alteration of risk and charge an additional premium as may be appropriate. These alterations also include any change to -

- the information provided in any Proposal Form or otherwise in response to specific questions asked by the Insurer; and/or
- the information provided and recorded in any Statement of Fact issued to the Insured; and/or
- the declarations made by or on behalf of the Insured; and/or
- any additional information voluntarily provided

### Amendments

The terms and conditions of this **Policy** shall neither be waived nor changed except by written endorsement agreed by **Us** forming part of this **Policy**.

### Automatic Coverage

This **Policy** shall apply automatically to all operations including premises acquired, established or created by **You** during the **Period of Insurance**. However, **You** must notify **Us** in writing as soon as practicable, and in any event within fifteen (15) days of those operations representing a material change to the nature of **Your Business**. **We** may at **Our** discretion, establish a separate rate, terms or premium in respect of any such operations.

### Premium Adjustment / Basis of Rating

If any part of the premium is calculated based upon **Your** estimates **You** shall keep an accurate record containing all relevant information and shall at all times allow **Us** to inspect these records. **You** shall furnish **Us** with all relevant information that **We** request as soon as practicable, and in any event no later than the expiry date of each **Period of Insurance** or if **We** agree, to some other period of time. The premium for such **Period of Insurance** shall then be adjusted and the difference paid by or allowed to **You** as the case may be subject always to any minimum premiums to be retained by **Us** stated in the **Insurance Schedule**.

### Reasonable Care

**You** must take all reasonable steps to:

- a) take all reasonable precautions to prevent loss or **Damage** to the property insured under this **Policy**
- b) comply with statutes, laws, Bye-Laws and any other legal obligations and regulations imposed by any authority to which **You** are subject
- c) In the event of the discovery of any defect or danger **You** shall as soon as practicable cause the defect or danger to be made good or remedied and in the meantime to put in place additional precautions as the circumstances may require
- d) maintain all ways, works machinery and plant in sound condition and that the property insured under this **Policy** is maintained and used in accordance with manufacturers' recommendations.

### Service of Suit and Jurisdiction Clause

It is agreed that this Insurance shall be governed exclusively by the law and practice of the Republic of Ireland, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in the Republic of Ireland.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to its care of Wrightway Underwriting Ltd, Wrightway House, Ardcahan Business Park, Ardcahan, Co. Wexford Y35FP8A who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

### Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance contract but this does not affect any right or remedy of a third party which exists or is available apart from this Act, other than where the Consumer Insurance Contracts Act 2019 applies.

### Interest

No sum payable under this **Policy** shall carry interest.

### Limitation of Liability

In no case shall **Our** liability in respect of any claim by **You** exceed the largest Limit of Indemnity or Sum Insured, as applicable, stated in **Your Insurance Schedule**.

### Sanctions, Export and Exchange Control Clause

**We** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of the cover, payment of the claim or provision of the benefit would expose **Us** 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 United States of America.



## Continuing Restrictive Conditions

- a) Anything in the Policy that imposes a continuing restrictive condition during the term of Your Policy shall be treated as a suspensive condition. This means that if any such condition is breached, Our liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it can be) and We may decline to pay a claim for any loss which occurs, or which is attributable to something which happened, during that period.
- b) Paragraph (a) does not suspend Our liability for any loss where the risk of that loss was not increased by the breach.

Breach of terms not relevant to the actual loss

- a) This applies to any term in the Policy that is intended to reduce the risk of a particular type of loss or reduce the risk of loss occurring at a particular time or in a particular location.
- b) A breach of such a term shall only suspend Our liability in respect of that particular type of loss or loss occurring at a particular time or in a particular location, as the case may be, and shall not provide us with a defence to a claim if the breach was remedied by the time the loss or event giving rise to the loss occurred.

## General Exclusions

### We are not liable for:

### Nuclear and War Risks, Government or Public Authority Order and Sonic Bangs

Any **Injury** or **Damage** or any loss, cost or expense caused by, resulting from or arising in connection with:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other nuclear assembly or nuclear component
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e) any event or incident of:
  - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
  - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
- f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Exclusions a), b), c) and d) will not apply to Section A – Employers Liability except where **You** have contractually agreed to pay another party or to assume the liability of another party for these claims.

### Terrorism

Any loss, **Injury**, **Damage**, cost or expense caused by, resulting from or arising in connection with any act of **Terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, **Injury**, **Damage**, cost or expense.

### Micro-Organisms

Any loss, **Injury**, **Damage**, cost, expense caused by, resulting from or arising in connection with mould, mildew, fungus, spores or other micro-organism of any type, nature or description including, but not limited to, any substance whose presence poses an actual or potential threat to human health. This exclusion applies regardless whether there is:

- a) **Damage** to **Your** property
- b) any contingency or cause whether or not contributing concurrently or in any sequence
- c) any loss of use occupancy or functionality
- d) any action required including but not limited to repair, replacement, removal, clean up, abatement, disposal, relocation or steps taken to address medical or legal concerns.

This exclusion supersedes and replaces any provision either in whole or in part in this **Policy** that provides insurance for these matters.

### Electronic Data

Any loss, **Damage**, destruction, distortion, erasure, corruption or alteration or loss of use, reduction in functionality, cost or expense of **Electronic Data** from any cause (including but not limited to **Computer Virus**) regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion supersedes and replaces any provision either in whole or in part in this **Policy** that provides insurance for these matters.

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

### Hazardous Works Exclusion

This **Policy** does not indemnify **You** in respect of liability arising out of or in consequence of:

any work or demolition except demolition solely undertaken with hand held tools and of structures not exceeding 7.5 metres in height by employees in the direct service of the Insured when such work forms an ancillary part of a contract for construction alteration or repair carried out by the Insured  
the construction alteration or repair of bridges towers steeples industrial / non-domestic chimney shafts blast furnaces, pylons, viaducts, mines, collieries, gas works.

- iii) work in, under, over or in contiguous to any river, canal, lake, reservoir, loch or tidal water, diving
- iv) tunnelling, quarrying, blasting
- v) the use of explosives for any purpose other than in respect of "Hilti Guns" or similar equipment which operate by use of a small explosive charge
- vi) excavations below 3 metres in depth
- vii) any work carried out at height in excess of 15 metres
- viii) handling and/or stripping out of asbestos and/or any other substance or compound that incorporates asbestos.
- ix) ships, watercraft, vessels, hovercraft, docks, jetties, piers, dams, aqueducts, water diversion works, works behind dams
- x) Offshore Installations e.g. platforms, barges, rigs.
- xi) Railways and/or railway tunnelling
- xii) Tree Felling and/or lopping
- xiii) Power stations, nuclear power stations, nuclear sites, oil refineries, chemical plants, petrochemical or other bulk oil, gas, chemical storage tanks or facilities
- xiv) Aircraft, aerospace devices, "drones" runways or any areas where aircraft or aerospace devices have accessed and/or are as deemed airside.
- xv) Construction of public paving, footpaths, roads, motorways unless in connection with and incidental to any building or plant hire contract being undertaken by the Insured
- xvi) Stand-alone construction of public paving, footpaths, roads, motorways in excess of 10% of total turnover
- xvii) Piling, underpinning, directional drilling, flame cutting or welding in connection with and incidental to any building
- xviii) The use of machinery where safety guards are fitted but have been removed by the insured and/or it is known to the insured that safety guards should be fitted and operational and no provision has been made to replace / make safety guards operational.
- xix) Stand-alone roofing contracts in excess of 10% of total turnover

## Cyber

Any loss, **Damage**, liability, costs, expenses, fines, penalties, or any other amount caused by, resulting from or arising in connection with:

- a) the use or operation of any **Computer System** or **Computer Network**;
- b) the reduction in or loss of ability to use or operate any **Computer System**, **Computer Network** or **Data**;
- c) access to, processing, transmission, storage or use of any **Data**;
- d) inability to access, process, transmit, store or use any **Data**;
- e) any threat of or any hoax relating to a) to d) above;
- f) any error or omission or accident in respect of any **Computer System**, **Computer Network** or **Data**.

**Computer System** means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

**Computer Network** means a group of **Computer Systems** and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

**Data** means information used, accessed, processed, transmitted or stored by a **Computer System**.

## Communicable Disease

Any loss, **Damage**, claim, liability, compensation, **Injury**, sickness, disease, death, medical payment, defence cost, cost expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

For the purposes of this exclusion "loss, **Damage**, claim, liability, compensation, **Injury**, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount" includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- i) for a **Communicable Disease**, or
- ii) any property insured that is affected by a **Communicable Disease**.

**Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, substance or agent can cause or threaten **Injury**, or can cause or threaten **Damage** to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

This **Communicable Disease** exclusion does not apply to any cover under this **Policy** to the extent that **We** are legally required to provide that cover under any applicable legislation.

## DATA PROTECTION SHORT FORM PRIVACY NOTICE

### Your privacy notice

#### **Who we are**

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Brussels") found in the contract of insurance and/or in the certificate of insurance.

#### **The basics**

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

In certain circumstances, we need your consent to process certain categories of information about you (including special categories of personal data details as mentioned above). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to [data.protection@lloyds.com](mailto:data.protection@lloyds.com) (without however affecting the lawfulness of processing based on consent prior to its withdrawal). Nevertheless, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared and used by a number of third parties in the insurance sector (both inside and outside Belgium, and inside and outside the EU). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

#### **Other people's details you provide to us**

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this short form privacy notice is provided to them.

#### **Want more details?**

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website <https://www.lloydsbrussels.com> or in other formats on request.

#### **Complaints, contacting us and the regulator, and your rights**

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or see a copy of our full privacy notice, please contact us or go to the Privacy section of our website <https://www.lloydsbrussels.com> where we have full details. Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance at:

**Wrightway Underwriting Ltd** Data Protection Officer, Wrightway House,  
Ardcavan Business Park, Ardcavan,  
Co. Wexford Y35FP8A  
Customer Services: 053 9167100  
Email: [dataprotectionofficer@wrightway.ie](mailto:dataprotectionofficer@wrightway.ie)

#### **Besso Ltd**

<http://www.besso.co.uk/web/privacy-notice>

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

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