



COMBINED LIABILITY POLICY

POLICY WORDING

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Guide To This Policy

Thank you for choosing to arrange your insurance via Specialist Risk Europe Limited trading as MX Underwriting Europe ("MX Underwriting Europe").

This document details the extent of insurance cover provided. It should be read in conjunction with the Policy Schedule and the Statement of Fact and Endorsements document. Together they form your Policy.

MX Underwriting Europe is an Insurance Intermediary as defined under the Insurance Mediation Regulations 2005. We provide services and enter into insurance contracts on behalf of Regulated Insurers. We are a Coverholder at Lloyd's. We are not the Insurer. The identity of the Insurer or Insurers on behalf of which we act and who will receive the premium and settle claims arising on your Policy are detailed on all quotation and confirmation of cover documentation, including the Policy Schedule.

The full text of endorsements applicable as specified on the Policy Schedule are included in the Statement of Fact and Endorsements Document provided.

Please read this Policy and Schedule and endorsements carefully to make sure that it meets with your particular needs. If it does not, then please return it immediately to your insurance broker or to MX Underwriting Europe.

Important Points to Note:

Reference to '**The Company**' means the Regulated Insurer(s) who will receive the premium and settle claims arising on your Policy, as detailed on the Schedule.

The Insurance Companies operates an early intervention claims response to control claims cost and to enable greater accuracy in the pricing of risk. The competitive premiums that we can provide you with are dependent upon your cooperation in the early and comprehensive reporting of incidents and claims and on all occasions within 30 days of the incident. Please refer to the Claim Reporting Condition.

If you do not report an incident or claim in accordance with the Claim Reporting Conditions, you will not have the benefit of the Policy in respect of that incident or claim.

The Policy and the Policy Schedule contain Conditions Precedent to Liability that you must comply with. The consequences of a failure to comply with conditions precedent to liability may include the Policy being void or the rejection of claims which are in the opinion of **The Company** connected with the breach.

If you believe that you are unable to comply with the Conditions precedent to liability, then this **Product** may be unsuitable for you and you should notify your Insurance Broker immediately.

This policy is a legal contract. Consumers are required to answer specific questions asked honestly and with reasonable care. You must take care when answering questions, we ask, by ensuring that all the information provided to us is accurate and complete.

For all other Proposers or **Insureds**, there is a pre-inception duty to disclose material facts and an ongoing duty to advise us immediately of any changes in those material facts whatsoever which affect your insurance, and which have occurred since this policy started, or since the last renewal date. If you are unsure whether certain facts are material, please ask your appointed insurance broker. Failure to tell us about relevant changes may invalidate your policy in total or in respect of a claim or claims.

The Insurers rights under this policy:

If the Insurer establishes that you deliberately or recklessly provided false or misleading information, they will treat this policy as if it never existed and decline all claims.

If the Insurer establishes that you carelessly provided false or misleading information, it could adversely affect your policy and any claim. For example, the Insurer may:

- Treat this policy as if it never existed and refuse to pay all claims and return the premium paid. They will only do this if you have been provided with insurance cover which they would not otherwise have offered;
- Amend the terms of your insurance. They may apply amended terms as if they were already in place if a claim has been adversely impacted by your carelessness.

- Reduce the amount they pay on a claim in the proportion the premium you paid bears to the premium they would have charged you. The equivalent percentage reduction of a claim amount may be significant monetary amount and you will be liable to make good the shortfall to any third party.

If you become aware that information you have given us is inaccurate, you must inform us as soon as practicable.

We or the Insurer will write to you via your appointed Insurance Broker if we:

- Intend to treat your policy as if it never existed; or
- Need to amend the terms of your policy.

Cancellation – How This Policy Can Be Cancelled

If you are a Consumer, this insurance has a cooling off period of fourteen (14) days from either:

- the date you receive this insurance documentation; or
- the start of the period of insurance,

whichever is the later.

You can cancel this insurance by writing to us. If this insurance is cancelled then, provided you have not made a claim, you will be entitled to a refund of any premium paid, subject to a proportionate deduction for any time for which you have been covered. For example, if you have been covered for six (6) months, the deduction for the time you have been covered will be half the annual premium.

If we pay any claim, in whole or in part, then no refund of premium will be allowed.

After the cooling off period of fourteen days, without prejudice to your rights in law as a consumer, if the premium shown on the Schedule is a Minimum and Deposit premium no refund shall be provided.

This Policy does not provide for cancellation after inception by a non-consumer Policyholder.

We can cancel this insurance by giving you 30 days' notice in writing. We will only do this for a valid reason. Examples of non-exhaustive valid reasons are as follows:

- non-payment of premium;
- a change in the risk which means that we can no longer provide you with insurance cover;
- non-cooperation or failure to supply any information or documentation we request; or non-cooperation with risk improvement requirements following a survey or site visit; or
- threatening or abusive behaviours or the use of threatening or abusive language.
- Refund of premium.

How to Make a Claim

If you want to make a claim under this policy, please email the contact specified in the Policy Schedule section headed Claims Notification.

Things you must do to make a successful claim

When notifying a claim:

- You must notify us immediately and without delay giving full details of what has happened, and in all instances within 30 days of the incident or your becoming aware of the incident.
- You must provide us with any information we require.
- If a claim is made or threatened against you, you must forward to us as soon as possible any letters, claims, legal process or other legal documents you receive.
- You must inform the police as soon as possible following any loss from violent or malicious acts, theft or attempted theft or lost **Property**.
- You must not make an admission of liability or payment or offer or promise of payment or indemnity or waiver of subrogation, without the written consent of the Insurer, but this shall not apply to reasonable verbal only expressions of empathy or a verbal only apology offered in the interests of preventing a claim from arising.

Do not be tempted to delay notifying any incident for which you may seek the benefit of the Policy. The Policy is not expected to respond if you do not report incidents within the maximum 30-day period. The Policy will not respond if the Insurer considers that it has been prejudiced by the delay. If you are unsure whether certain incidents should be notified, ask your appointed insurance broker.

- You must take all reasonable care to limit any loss, damage, or injury.
- You must pay your **Self-Insured** Retention within a maximum of 21 days of being requested to do so.

Fraudulent claims

If you make a fraudulent claim under this policy, the Insurer:

- are not liable to pay the claim; and
- may recover from you any sums paid in respect of the claim; and
- may by notice to you treat this policy as having been terminated with effect from the time of the fraudulent act; and
- need not return any of the premium paid.

Terms of Business

Who we are:

MX Underwriting Europe is registered in Ireland. Company Registered no. 435879 .

We are a authorised Insurance Intermediary regulated by the Central Bank of Ireland. Reference no. C44695. You can contact the Central Bank of Ireland on 1890 77 7777.

Contact details:

Our Registered Office is at 16 Fitzwilliam Place, Dublin 2, Ireland D02 FF82.

Email: nmcsherry@mxunderwriting.eu

What do we do?

We provide services to and enter into insurance contracts on behalf of Regulated Insurers. The Regulated Insurer receives the premium net of commissions and fees and is responsible for the payment of claims under the Policies.

How we charge:

We collect a commission from the Regulated Insurer on behalf of which we operate. Details of our commission arrangements are available on our website www.mxunderwriting.eu. We may also charge an administration fee and/or an additional premium for changes you make to the policy. This will be specified.

All insurance premiums are subject to a 3% Government Levy and an additional 2% Insurance Compensation Fund levy. The 2% Insurance Compensation Fund levy is applied to new business and renewal premiums for policies which commence on or after 1st January 2012. For ease of reference, these levies are referred to as statutory charges in your policy documentation.

Who regulates us? MX Underwriting Europe is regulated by the Central Bank of Ireland. Reference number C44695.

Conflicts of interest:

It is our policy to maintain appropriate administrative structures to ensure that the potential for any conflict of interest is avoided as far as possible. We try to avoid conflicts of interest. If you feel that your interests have not been fairly protected, then please contact us to give us the opportunity to resolve any issues you have.

What happens if I do not pay the premium?

Non-payment of your premium or any part thereof, including any adjustment premium payable, or any instalment of your premium, will lead to your insurance policy being revoked or cancelled.

What happens if I breach conditions or warranties of the Insurance Policy?

Breach by you of certain conditions or provisions of your policy may lead to your insurance policy being avoided, revoked or cancelled, or a specific claim under your insurance policy being revoked.

Financial services compensation scheme

You may be covered by the Central Bank of Ireland's Insurance Compensation Fund (ICF). You may be entitled to compensation from the ICF if the Insurer is unable to meet their obligations to you under this insurance. Further details are available at <https://centralbank.ie> or The Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1, D01 F7X3

Other compensation schemes that may be applicable

The Financial Services Compensation Scheme (FSCS) may be available to satisfy your claims if the Insurer is unable to meet our obligations to you under this contract. The FSCS is the UK's statutory fund of last resort for customers of financial services firms.

If you are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract and your eligibility. Further information about the Scheme, including who is entitled to make a claim under it and the maximum levels of compensation, are available from: The

Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

The Protection and Compensation Fund in Malta operated by Malta Financial Services Authority may be available to satisfy your claims if the Insurer is unable to meet our obligations to you under this contract. The Management Committee may be contacted as the following address: The Chairman, Protection and Compensation Fund, c/o Malta Financial Services Authority, Notabile Road, Attard BKR3000.

Complaints Procedure

This contract of insurance is **Insured** by Lloyd's Insurance Company S.A. and Accredited Insurance (Europe) Limited and other insurers specified in the Schedule.

If at any time you feel dissatisfied with the service, or feel that you have cause for complaint, you can address your concerns in writing to our Managing Director. Any complaint should be addressed to:

The Managing Director
MX Underwriting Europe

16 Fitzwilliam Place, Dublin 2, Ireland D02 FF82

Tel: +353 86 8556266

E-mail: nmcsherry@mxunderwriting.eu

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 20 (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.

Any complaint relating to Lloyd's should be addressed to:

The Service Manager
Operations Team
Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein 5
1050 Brussels
Belgium
Tel: +32 (0)2 227 39 40
E-mail: LLOYDSBRUSSELS.COMPLAINTS@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 20 (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
COMBINED LIABILITY POLICY

Republic of Ireland

Tel: +353 1 6 567 7000

E-mail: info@fspo.ie

Website: 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.

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. (Complaints notice in accordance with LBS0027A 18/03/2019)

The contact details should you wish to raise a complaint about these Sections directly with Accredited Insurance (Europe) Ltd. are; Accredited Insurance (Europe) Limited 3rd Floor Development House St Anne Street Floriana FRN 9010 Malta Email: complaints@accredited-eu.com If you are not satisfied with our final response or We have not responded within fifteen (15 working days, You may also refer Your complaint to: Office of the Arbiter for Financial Services, 1st Floor St Calcedonius Square, Floriana FRN 1530 Malta, telephone (+356 212 49245). You will have to pay EUR 25.00 at the time of making Your complaint to the Arbiter to use this service. The Office of the Arbiter for Financial Services considers that a "complaint" refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms "person" does not specify that this is limited to individuals and therefore any policyholder, **Insured** person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated is eligible to make a complaint). For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit <http://financialarbiter.org.mt/>

Dispute Resolution

Any dispute arising under this Policy between the **Insured** or other **Insured** parties and MX Underwriting Europe and/or the Insurer regarding liability in respect of a claim or the amount to be paid, that cannot be resolved between the parties through dialogue and conciliation, shall in the first instance be referred to mediation for resolution.

The parties will agree upon the appointment of a mediator within 14 working days of receipt of a written notice being served upon one party by the other requesting such an agreement.

If a mediator is not agreed upon, then either party may apply to the Centre for Effective Dispute Resolution (CEDR Ireland or CEDR) for the appointment of a mediator. The parties shall share equally the costs of CEDR and of the mediator. The reference, conduct and any settlement of the dispute at mediation shall be conducted in confidence.

The parties shall continue to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved, unless the nature of the dispute prevents continued performance of those obligations.

If the dispute cannot be resolved within six months of the appointment of a mediator, or both parties agree to mediation not being an appropriate forum to resolve the dispute, then the dispute shall be referred to arbitration by a single arbitrator to be appointed jointly by the parties, or in default of agreement, to be appointed by the President of the Incorporated Law Society of Ireland. Such appointment will be in accordance with the Arbitration Act 2010. The decision of such arbitrator shall be final and binding on both parties.

If the dispute is not referred to mediation and/or arbitration within 12 months of the dispute arising, then any claim to which the dispute relates shall be deemed to have been abandoned by the **Insured** and shall not be recoverable thereafter.

Data Protection – Your Personal Information Notice

We collect and use relevant information about you to provide you with insurance and to meet our legal obligations. This information includes your name, address and contact details and other information we collect about you and may include sensitive information about you such as health information and any criminal convictions you may have.

In certain circumstances we may need your consent to process certain categories of information (including sensitive information) about you. Where we need your consent, we will ask you. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw consent this may affect our or the Insurers ability to provide the insurance cover to you or ability to handle your claims.

The way insurance works means that your information may be shared with and used by a number of third parties in the insurance sector. These may include insurers, brokers, agents, loss adjusters, sub-contractors, regulators, law enforcement, fraud and crime detection and prevention agencies and compulsory insurance databases. We will only disclose your personal information to the extent required or permitted by law.

You have the right to access the information we hold about you. If you wish to access that information, please contact us at nmcsherry@mxunderwriting.eu

You can find more comprehensive details on Data Protection at the rear of this Policy document.

Indemnity Agreement

Our Agreement in General:

In consideration of the **Insured** having paid or agreed to pay the premium, the Insurer shown in the Schedule (**The Company**) will provide the insurance described in this Policy, for the Period of Insurance shown in the Schedule and any subsequent Period of Insurance for which the **Insured** pays and **The Company** accepts the Premium.

Provided always that:

- 1) this insurance will only apply to events arising in connection with the **Business** as described in the Schedule.
- 2) such events occur during the Period of Insurance.
- 3) the information supplied to **The Company**, known as the Submission, by or on behalf of the **Insured** in connection with this insurance shall be the basis of and incorporated into this contract.
- 4) the Policy, Statement of Fact/Schedule and any Endorsements (including any Statement of Fact /Schedule or Endorsement issued in substitution) will be read as one contract, and words or expressions to which a specific meaning has been given will have such specific meaning wherever they appear.

and subject always to the terms, Exclusions, Conditions, Endorsements and Limits of Indemnity of the Policy.

Law costs:

The Company shall indemnify the **Insured** in respect of Law costs and other costs and expenses. Law costs and other costs and expenses shall mean:

- All claimant's costs and expenses legally recoverable from the **Insured**
- All other costs and expenses incurred with the written consent of **The Company**

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

In respect of Section 1 of the Policy (Employers Liability) the maximum amount payable by **The Company** shall be the **Limit of Indemnity** shown on the Schedule inclusive of all Law and other costs and expenses.

In respect of Section 2 (Public Liability) and Section 3 (**Products** Liability) **The Company** shall indemnify the **Insured** in respect of Law costs and other costs and expenses in addition to the Limit of Indemnity, excepting always claims brought in the United States of America and/or Canada and/or their possessions or protectorates in which case the **Limit of Indemnity** shall be inclusive of such costs and expenses.

Choice of law:

Under the relevant European and Republic of Ireland legal provisions, the parties to this contract of Insurance were free to choose the law applicable to the contract. The parties to this Contract have selected Irish law.

Reference to legislation:

Any reference in this policy to any statute, order or rule are references to Irish statutes, orders and rules and shall be deemed to include any amendment, consolidation or re-enactment from time to time.

SIGNED for and on behalf of MX Underwriting Europe , within the terms of the authority delegated to us by the Regulated Insurer(s) specified in the Schedule,



Neil McSherry, Managing Director

General Policy Definitions

Words in bold typeface used in this policy, other than in the headings, have specific meanings attached to them as set out below. Also, where the context requires:

- a) words in the singular will include the plural and vice versa; and
- b) words expressed in one gender shall include all genders; and
- c) references to 'a person' shall include any individual, company, partnership or any other legal entity;
- d) references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

All headings within this policy are included for convenience only and will not form part of this policy.

Definitions are listed in alphabetical order below:

- 1. **Bodily Injury** shall mean death, injury, illness or disease and shall include nervous shock, mental anguish and mental illness.
- 2. **Business** shall be as described in the Schedule and no other for the purposes of this insurance, but shall include:
 - A. the ownership, use or occupation of premises (including repair, maintenance or decoration) in connection with the **Business**.
 - B. the provision and management of canteen, social, sports and welfare organisations for the benefit of the **Insured's Employees**.
 - C. the provision and management of first aid, fire, security, crèche and ambulance services at the **Insured's** premises.
 - D. private manual work carried out with the consent of the Named **Insured** by any Employee, for any director, **Business** partner, or senior official of the **Insured**.
 - E. organisation of charitable events or similar fund raising activities.
 - F. provision of gifts and promotional material incidental to the **Business**.
 - G. participation in exhibitions.
 - H. private manual work carried out by any **Employee**, for any director, **Business** partner, or senior official or executive of the **Insured**.
- 3. **Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - I. 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
 - II. 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
 - III. the disease, substance or agent can cause or threaten Bodily Injury, illness, emotional distress, damage to human health, human welfare or **Property** damage.
- 4. **Employee** shall mean any:
 - a) person under a contract of service or apprenticeship with the **Insured**.
 - b) person acting in the capacity of non-executive director of the **Insured**.
 - c) any labour master or labour only subcontractor or person who is supplied to, hired to or borrowed by the **Insured** and under the control of the **Insured**.
 - d) any labour master or labour only subcontractor or person supplied by them.

- e) any person on secondment from another company that is not **Insured** under this Policy.
 - f) any Self-employed person.
 - g) drivers or operators of hired-in plant.
 - h) Outworkers or homeworkers employed on contracts to personally execute any work in connection with the **Insured's Business**, while they are involved in that work.
 - i) any person participating in any Government or otherwise authorised work experience, training, study exchange or similar scheme including Community Offenders.
 - j) Prospective **Employees** who are being assessed by the **Insured** as to their suitability for employment.
 - k) any voluntary persons while such person is engaged in work for the **Insured**.
 - l) Any person deemed to be an **Employee** by a Court of Law in the Republic of Ireland, Northern Ireland, or the United Kingdom.
5. Event shall mean any one occurrence or all occurrences of a series, consequent upon or attributable to one originating cause.
6. **Insured** shall mean:
- a) the first named party stated in the Schedule hereinafter referred to as the Named **Insured**;
 - b) at the written request of the Named **Insured**
 - I. any subsidiary company of the Named **Insured** that are in existence at the inception date of this Policy and have been declared to **The Company** and included in the sums **Insured's** and rating basis upon which the premium for this Policy has been calculated, until such time as they may be disposed of or sold.
 - II. any director, **Business** partner or **Employee** of the **Insured**, while acting on behalf of or in the course of his employment or engagement by the **Insured**, in respect of liability for which the **Insured** would have been entitled to an indemnity under this policy if the claim had been made against the **Insured**.
 - III. any officer, member or **Employee(s)** of the **Insured's** canteen, social, sports or welfare organisation or fire or first aid or ambulance services in their respective capacities as such.
 - IV. any director, **Business** partner or senior official of the **Insured**, in respect of private manual work carried out by any **Employee** of the **Insured** for any such person, with the consent of the **Insured**.
 - V. any principal, in his capacity as such, for liability arising out of work performed by the **Insured** for on behalf of that principal;
 - c) in the event of the death of the **Insured**, the personal representatives of the **Insured** in respect of liability incurred by the **Insured**.
7. **Limit of Indemnity** shall mean the total liability of **The Company** for all amounts payable in accordance with the Indemnity Agreement and shall not exceed the amount stated in the Schedule, irrespective of the number of parties to be indemnified. For efficiency, all **Insureds** shall be treated as one **Insured** party or single legal entity so that there will be only two parties to the contract of Insurance, namely **The Company** and the First Named **Insured**.
8. **Nuisance** shall mean obstruction, loss of amenities or interference with any right of light, air, water or way.
9. **Offshore** shall mean from the time of embarkation by an **Employee** onto a conveyance at the point of final departure, to either an **Offshore** installation or vessel, until disembarkation from a conveyance onto land, upon return from either an **Offshore** installation or vessel.
10. **Pollution Hazard** shall mean
- a) actual, alleged or threatened

- I. ingestion or inhalation or absorption or release or escape or discharge or dispersal or seepage of, or contact with, or exposure to, **Pollutants**
- II. subsequent spread or migration or movement of **Pollutants** following (i) above

b) the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for, **Pollutants** and their effects, whether or not the above is performed by the **Insured** or third parties.

- 11. **Pollutants** shall mean any solid, liquid, gaseous or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, animal waste, domestic waste, commercial waste or other substances or contaminants or bacteria or moulds or other fungi including, but not limited to, mildew or mycotoxins or spores or any other substance or **Product** produced or released by moulds or fungi, which actually are or are alleged to adversely affect land, water, atmosphere, **Property**, buildings, other structures or people or animals, plants and all other living organisms or the general environment.
- 12. **Product** shall mean any goods sold, supplied, or distributed by or on behalf of the **Insured** (including packaging, containers, labelling, instructions or advice, provided in connection therewith) or any goods or structures erected, repaired, serviced, ordered, treated, tested, processed or installed by the **Insured** in the course of the **Business** and which at the time of any occurrence have left the care, custody or control of the **Insured**.
- 13. **Property** shall mean tangible **Property** and for the avoidance of doubt shall not include information (including electronically stored information), intellectual **Property** or intangible **Property** rights of any kind or any value therein.
- 14. **Self-Insured Retention** shall mean the un-Insured amount stated in the Schedule which shall be payable by the **Insured** for each claim or notification of a potential claim by a third party or **Employee**, in respect of all damages, costs, defence costs and expenses, including investigation, medical and expert costs (other than **The Company's** own salary and other internal costs), before **The Company** shall be liable to make any payment under this Policy.

Where more than one claim or notification of a potential claim arises from the same Event, then only one **Self Insured Retention** amount shall be payable by the **Insured** for that Event.

- 15. **System Failure** shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the **Property** of the **Insured**) caused by
 - I. the response of a Computer to any date or date change
 - II. the failure of a Computer to respond to any date or date change
 - III. any loss of or damage to or change or corruption in data or software on a Computer or Computer system
 - IV. any Computer virus or hacking into or degradation of or breach of security in or denial of access to a Computer or Computer system or Website.

For the avoidance of doubt, Computer includes computer hardware, computer software, microchip, microprocessor, any electronic equipment and any device which gives or receives electronic instructions or information.

- 16. **Terrorism** shall mean any action or threat of action or attempt at action by any individual(s) or group(s) of individuals or body or organisation(s), whether acting alone or on behalf of or in concert with any other body or organisation or government, where such action or threat or attempt is designed to influence or intimidate or coerce any government or community or the population or any Section of the population and the action or threat or attempt is made for the purpose of advancing a political or religious or ideological cause:

Terrorism includes but shall not be limited to

- I. the use of violence against any person
- II. the causing of loss of or damage to **Property**
- III. acts which endanger a person's life
- IV. acts involving the use of biological or chemical materials or weapons or any nuclear device or nuclear material or radioactive substance

- V. acts which create a risk to the health of an individual the public or any Section of the public
 - VI. acts designed or intended to interfere with or disrupt or cause the malfunction of any electronic or mechanical equipment.
17. **The Company** shall mean the **Insurer(s)** shown in the Schedule.

End of General Definitions

General Policy Definitions

1. Observance of Conditions

The following conditions and provisions are applicable to the whole policy. There are additional general conditions and provisions in each section.

The consequences of a failure to comply with the conditions and provisions of the Policy may include the Policy being void or the rejection of claims or the reduction in payment on claims which are in the opinion of The Company connected with the breach.

2. Information Disclosed

When taking out this policy, you are under a duty to make a fair presentation of the risk. This means that:

- a) you must disclose to us all material information which you know or ought to know;
- b) every material representation on a matter of fact must be substantially correct; and
- c) every material representation on a matter of expectation or belief must be made in good faith.

Information, a circumstance or a representation is 'material' where it would influence the judgment of a prudent insurer in deciding whether to provide insurance and, if so, on what terms.

If you deliberately or recklessly breach your duty to make a fair presentation, we will treat the policy as if it had never existed and refuse all policy claims. We will not return any premium paid by you.

If you fail to comply with this duty but your failure is neither deliberate nor reckless, **The Company** may decide that:

- a) the policy is cancelled and any premium paid, returned to you;
- b) a policy claim is refused;
- c) a policy claim is proportionately reduced; or
- d) you are charged additional premium

3. Claims Reporting

It shall be a condition precedent to the liability of **The Company** to indemnify the **Insured** under this policy that the **Insured** shall

- a) give written notice to **The Company** immediately and without delay, and in any event within 30 days, of any circumstance or Event which may give rise to a claim being made against the **Insured** and to which the **Insured** may possibly seek or require an indemnity under this Policy, irrespective of any **Self-Insured Retention**.

All incidents must be reported, regardless of whether you are of the opinion it will lead to a claim or not. Notwithstanding a) above, **the Company** will not reject a claim or reduce payment of a claim where its position has not been prejudiced by the delay in providing the required written notice.

- b) give written notice to **The Company** immediately and without delay, when a claim is made against the **Insured** (whether written or oral) and for which the **Insured** may possibly seek or require an indemnity under this **Policy**, irrespective of any **Self-Insured Retention**;
- c) advise **The Company** in writing immediately and without delay, when the **Insured** has knowledge of any impending prosecution, inquest or fatal accident enquiry in connection with (a) or (b) above;
- d) forward to **The Company** immediately and without delay on receipt, every letter, writ, summons and process.
- e) Pay the **Self-Insured Retention** across to **The Company** or at **The Company's** discretion, to its appointed representative or claimant or claimants' representative at any time upon demand.

4. Self-Insured Retention

The **Self-Insured Retention** shall be subject to the following provisions

- a) **The Company** or its representatives may, at any time and at its sole discretion, require immediate payment of the **Self-Insured Retention**, in whole or in part, directly to **The Company** or at **The Company's** discretion, to its appointed representative (or claimant or claimant's representative). In any event the **Self-Insured Retention** shall become immediately payable
 - I. at the settlement and/or closure of a claim
 - II. at the point in time where costs, defence costs, legal fees, claims handling costs and loss adjusting expenses incurred, exceed or equal the **Self-Insured Retention**.
- b) the terms of this Policy, including **The Company's** rights in the defence of a claim and the **Insured's** duties in the event of a claim, apply irrespective of the application of the **Self-Insured Retention**.
- c) **The Company** may, at any time at its sole discretion, including where it is statutorily obliged to do so, pay part or all of the **Self-Insured Retention** to effect a settlement of any potential claim or suit. Upon notification of the action taken, the Insured shall promptly reimburse **The Company** for such payments.

In the event that the **Insured** fails to reimburse or pay to **The Company** the **Self-Insured Retention** within 21 days of being requested in writing to do so, the right to indemnity and all benefit under this Policy in respect of the specific incident or claim to which the **Self-Insured Retention** is being requested shall be forfeited.

5. Deduction of Sums Owing

The Company shall be entitled, at its sole discretion, to deduct from any sum due to be paid in respect of any claim admitted by **The Company** under this Policy, any sum owed to **The Company** by the **Insured** in respect of premium due or **Self-Insured Retention**.

Premium due shall include any resultant premium due in accordance with the General Policy Condition Premium Adjustment.

6. Personal Injuries Assessment Board (PIAB)

The **Insured** co-operate fully with **The Company** to enable it to comply with all obligations placed upon the **Insured** pursuant to the provisions of the Personal Injuries Assessment Board Act 2003, the Personal Injuries Assessment Board (Amendment) Act 2003, the Personal Injuries Assessment Board (Amendment) Act 2007 and the Civil Liability and Courts Act 2004.

All notices and communications received from PIAB (now known as the Injuries Board) as regards

- I. the bringing of a claim by any party to PIAB
- II. the making of any assessment by PIAB
- III. the Insured's further acceptance or rejection of the assessment

must be immediately furnished to **The Company**.

7. Conduct and Control of Claims

The **Insured** shall, as regards any circumstances or Event which may give rise to a claim and/or claims being made against the **Insured**

- a) provide **The Company** with such particulars and information as **The Company** may require immediately on request;
- b) give all information and assistance required as soon as practicable, and where **The Company** has conduct of proceedings, within such time limits that are specified by **The Company's** legal representatives;
- c) make no admission of liability or payment or offer or promise of payment or indemnity or waiver of subrogation, without the written consent of **The Company** but this shall not apply to reasonable verbal only expressions of empathy or a verbal only apology offered in the interests of preventing a claim from arising

The Company shall be entitled, at its absolute discretion, to take over and conduct in the name of the **Insured**, the defence or settlement of any claim and to prosecute at its own expense and for its own benefit, any claim for indemnity or damages against any other person or persons.

8. Fraudulent Claims

The right to an indemnity and all benefit under this Policy shall be immediately forfeited from the time of the submission of a claim, where such a claim submitted by the **Insured** or any servant or agent or **Employee** or any person acting on the **Insured's** behalf, is in any way fraudulent in any respect or if any claim details are misrepresented or **The Company** is misled in any way. Subject always to the provisions of the Consumer Insurance Contracts Act 2019.

9. Discharge of Liability

The Company may, at any time and at its sole discretion, pay to the **Insured** the **Limit of Indemnity** under this Policy or any lesser sums for which any claim or claims can be settled. The **Company**, after the deduction of any sum sums already paid in connection with such claim or claims, shall not be under further liability, except for the payment of Defence Costs and expenses already agreed and incurred.

10. Apportionment of Defence Costs and Expenses

In the event of a claim (or series of claims) resulting in a liability of the **Insured** to pay in excess of the limit of Indemnity, **The Company's** liability by virtue of a judgement or settlement for Defence Costs and expenses arising, shall not exceed an amount being in the same proportion as the **Limit of Indemnity** bears to the total payment made by or on behalf of the **Insured** in settlement of the claim (or claims).

11. Reasonable Care

The **Insured** shall, at its own expense, take all reasonable care to prevent accidents and to maintain in proper repair its premises, plant, vehicles, passenger lifts and anything else used in connection with the **Business**. The **Insured** shall employ only competent **Employees** and act in accordance with all statutory obligations and regulations. The **Insured** shall make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.

12. Alteration of Risk

The **Insured** shall give **The Company** immediate written notice of any alteration which materially affects the risk **Insured**.

The Company shall not be liable in respect of any claims unless **The Company** has agreed in writing to accept the altered risk and the **Insured** has paid, or agreed to pay, any additional premium charged.

13. Right to Survey

The Company or an appointed agent of **The Company** may at our discretion survey the risk **Insured**, the findings of which survey shall be satisfactory to **The Company**.

Following receipt of a survey which raises concerns, **The Company** shall have the right to:

- a) alter or amend the terms and/or conditions of the Policy and
- b) to require as a condition precedent to liability that the **Insured** complies with the Risk Improvement requirements of the Surveyor within the time period advised.

14. Misrepresentation

This policy shall be voidable by **The Company** and all benefit forfeited in the event of any misrepresentation, mis-description or non-disclosure of any material fact by the **Insured** or any servant or agent or **Employee** of the **Insured**, other than where the Policyholder is a Consumer in which case the applicable remedy will depend on whether the misrepresentation was: (a) innocent (one that was neither negligent nor fraudulent) (b) negligent or (c) fraudulent as provided for under the Consumer Insurance Contracts Act 2019.

15. Contribution

If at the time of any claim there is, or but for the existence of this Policy would be, any other policy of indemnity or insurance applicable to such claim or claims, in favour of or effected by or on behalf of the **Insured** or any principal, **The Company** shall not be liable under this Policy to indemnify the **Insured** or such principal in respect of such claim or claims, except in respect of any amount in **Self Insured Retention** of that which would have been payable under such policy of indemnity or insurance had this Policy not been affected and subject always to the **Limit of Indemnity**.

16. Cancellation

The Company may cancel this Policy, by sending 30 days' notice in writing or email to the **Insured** at its last known address of the **Insured** or that of its agent or intermediary, following which this Policy shall be automatically cancelled.

The Company will only do this for a valid reason. Examples of non-exhaustive valid reasons are as follows:

- a) non-payment of premium, including any additional premium payable on adjustment;
- b) a change in the risk which means that **The Company** can no longer provide the **Insured** with insurance cover;
- c) non-cooperation or failure to supply any information or documentation **The Company** request; or
- d) threatening or abusive behaviour or the use of threatening or abusive language.

In the event of cancellation, the **Insured** shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance less any sums due from the **Insured** to **The Company**, provided always that no claims or incidents have been notified to **The Company**.

In the event that notifications or incidents have been advised to **The Company**, then **The Company** reserves the right to withhold such return premium until such claims and or incidents are settled and/ or a release from liability is received from the **Insured**. If the sum total of any claims that have been paid or remain outstanding exceeds the calculated pro-rata time-on risk charge, no return premium will be allowed.

17. Refund of premium

If the **Insured** is a Consumer, this insurance has a cooling off period of fourteen (14) days from either:

- the date of receipt of this insurance documentation; or
- the start of the period of insurance,

whichever is the later.

If this insurance is cancelled then, provided the **Insured** has not made a claim, the **Insured** will be entitled to a refund of any premium paid, subject to a proportionate deduction for any time for which the **Insured** has been covered.

If **The Company** has paid any claim, in whole or in part, then no refund of premium will be allowed.

After the cooling off period of fourteen days, without prejudice to the **Insureds** rights in law as a consumer, if the premium shown on the Schedule is a Minimum and Deposit premium no refund shall be provided.

18. Premium Adjustment

Where the premium for this Policy is calculated on the statements and estimates furnished by the **Insured**, the **Insured** shall

- a) keep accurate records of all relevant particulars including, but not limited to, records of wage roll and turnover and
- b) at any reasonable time allow **The Company** to inspect such records and
- c) within one month of the expiry of each Period of Insurance, furnished to **The Company** such information as **The Company** requires for such period, which may include the **Insured's** audited accounts.

The premium for the period shall be adjusted by **The Company** and the difference be paid by or allowed to the **Insured** as the case may be, subject to any agreed minimum premium being retained by **The Company**.

It shall be a condition precedent to the liability of **The Company** to indemnify the **Insured** under this Policy that the **Insured** shall pay without delay any resultant additional premium.

The premium referred to in the Indemnity Agreement and shall include any resultant additional premium as above. The **Insured** shall at the same time pay to **The Company** any government levy or duty due on the adjustment premium.

19. Choice of Law

This Policy, including all terms, Exceptions, Conditions, Endorsements or Limitations is to be governed by and construed in accordance with the law of the Republic of Ireland. The courts of the Republic of Ireland alone shall have sole jurisdiction in any dispute arising under this Policy.

20. Arbitration

Any dispute between **The Company** and the **Insured**, in connection with **The Company's** liability in respect of any claim (or the amount of any claim) to be paid under this Policy shall, in default of agreement, be referred within 12 months of the dispute arising to an Arbitrator.

The Arbitrator shall be appointed jointly by **The Company** and the **Insured** in agreement or failing agreement, appointed by the President for the time being of the Incorporated Law Society of Ireland. The decision of such Arbitrator shall be final and binding on both **The Company** and the **Insured**. If the dispute has not been referred to arbitration within the aforesaid 12 months' period, then it shall be deemed to have been abandoned by the **Insured** and shall not be recoverable thereafter.

21. Stamp Duty

Stamp duty has been paid or will be paid to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

22. Previous Incidents

It shall be a condition precedent to the validity of the Policy and a condition precedent to the liability of **The Company** to indemnify the **Insured** under this Policy that the Insured has advised **The Company** of all incidents which gave rise to a claim or may give rise to a claim on expiring policies, or which would have given rise to a claim on this policy had it been in place at the time of the incident, the circumstances of which are known to the **Insured** at the inception of this Policy.

23. Safety Statement Condition

The absence of a compliant safety statement mean it is unlikely that **The Company** can defend or negotiate a cost-efficient settlement in respect of an injury claim on the **Insured's** behalf. The **Insured** shall have a Safety Statement the content of which is in accordance with the requirements of Section 20 of the Safety, Health and Welfare at Work Act 2005 and any subsequent amending legislation.

24. The Insurance Act 1936

All monies which become or may become due and payable by **The Company** shall, in accordance with Section 93 of the Insurance Act 1936, be paid and payable in the Republic of Ireland.

25. One Contract

This Policy and its terms, including The Schedule, Definitions, Sections, Extensions, Exceptions, Conditions and Endorsements shall be read together as one contract. Any word or expression to which a specific meaning has been attached in any part of this Policy shall bear that meaning wherever it may appear.

26. Subrogation Rights

The Insured shall fully maintain its rights of recovery or recourse against all suppliers of materials and any other party with whom it contracts (or any other party against whom it may have such rights of recovery or recourse) and it must ensure that all such rights are not waived or limited in any way either verbally or in writing.

27. Premium payment

In the absence of a written agreement to the contrary, **The Company** can cancel the policy by giving the **Insured** 30 days' notice in writing if full payment of the premium is not received within sixty (60) calendar days of the start of the policy. If the premium is not paid within this period, **The Company** will not be liable for any claims under this policy.

End of General Policy Conditions

Section 1: Employers Liability

THE COVER

This Section shall cover, in accordance with the Indemnity Agreement, accidental **Bodily Injury** sustained by any **Employee**, arising out of and in the course of his or her employment or engagement by the **Insured** and caused during the Period of Insurance

- a) in the Republic of Ireland, or
- b) whilst temporarily outside the Republic of Ireland provided that the **Employee** is ordinarily resident in the Republic of Ireland.

EMPLOYERS LIABILITY EXCEPTIONS

1. Radioactivity

The Company shall not indemnify the **Insured** under this Section against liability directly or indirectly caused by or contributed to by or arising from

- I. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- II. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. Applicable to claims brought in England and Wales only - England and Wales Civil Practice Rules

The Company shall not indemnify the **Insured** under this Section against liability in respect of claims brought in England and Wales arising from any order of the Court made in consequence of the failure to comply with the procedural requirements imposed by the Civil Practice Rules or any direction of the Court.

3. Self-Insured Retention

The Company shall not indemnify the **Insured** under this Section for the sum stated as the **Self-Insured Retention** shown in the Schedule.

4. Employment Practices

The Company shall not indemnify the **Insured** under this Section against liability arising from:

- i) wrongful, unfair or constructive dismissal, bullying, harassment (sexual or otherwise)
- ii) refusal to employ a suitably qualified applicant or failure to promote
- iii) coercion, demotion, evaluation, relocation, punishment, defamation, humiliation or discrimination

by the **Insured** and/or his servants, agents or **Employees**.

5. War and Terrorism Risks

The Company shall not indemnify the **Insured** under this Section against liability, loss, cost or expense arising directly or indirectly in consequence of or resulting from or in connection with (regardless of any other contributing cause or event) war, invasion, act of foreign enemy hostilities (whether war be declared not), civil war, rebellion, revolution, insurrection, sabotage, **Terrorism** or military or usurped power, confiscation or requisition by any competent authority or nationalisation.

6. Offshore Risks

The Company shall not indemnify the **Insured** under this Section against liability arising from visits or work **Offshore**.

7. Fines and Penalties

The Company shall not indemnify the **Insured** under this Section against liability for fines, penalties punitive or exemplary damages in any civil, criminal or disciplinary proceedings brought against the **Insured**.

8. Asbestos and Toxic Materials

The Company shall not indemnify the **Insured** under this Section against liability arising directly or indirectly from the manufacturer, supply, installation, storage, transportation, ownership, possession, handling, use, repair, removal, stripping, dismantling or disposal of

- a) asbestos, formaldehyde or polychlorinated bi-phenols or
- b) other materials or compounds which the **Insured** knows or has reason to suspect contains asbestos, formaldehyde or polychlorinated bi-phenols.

9. Road Traffic Act

The Company shall not indemnify the **Insured** under this Section against liability for injury to any **Employee** sustained when such **Employee** is carried in or on or is entering into or alighting from a vehicle, and in respect of which compulsory insurance or security is required to be arranged by the **Insured** under:

- I. Section 56 of the Road Traffic Act 1961 or
- II. the Road Traffic Act 1988 or
- III. the Road Traffic (Northern Ireland) Order 1981
- IV. subsequent legislation and ending replacing the specified Acts or Orders, or any legislation with a similar intent in territories

10. Sanction Limitation and Exclusion

The Company shall not be deemed to provide cover and **The Company** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **The Company** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, or the Republic of Ireland, the United Kingdom or United States of America.

11. Communicable Disease (LMA5396)

Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, 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 endorsement, loss, liability, damage, 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 for a Communicable Disease.

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

- I. 3.1. 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
- II. 3.2. 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
- III. 3.3. the disease, substance or agent can cause or threaten **Bodily Injury**, illness, emotional distress, damage to human health, human welfare or **Property** damage.

12. Cyber and Data Total Exclusion (LMA5468)

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- a. **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
- b. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

This exclusion supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.

If **The Company** allege that by reason of this endorsement that loss sustained by the **Insured** is not covered by this Policy, the burden of proving the contrary shall be upon the **Insured**.

Definitions as used in this exclusion:

- **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.
- **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- **Cyber Incident** means:
 - I. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - II. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

13. Workman's Compensation Act

The **Company** shall not indemnify the **Insured** under this Section against any obligation for under any workers' compensation law, legislation, regulation or policies or obligation to maintain healthcare, social security or similar funding but this exclusion will not apply to payments required to be made to the Recovery of Benefits and Assistance (RBA) Scheme or its successor.

EMPLOYERS LIABILITY EXTENSIONS

1. Injury to **Employees** by Third Parties - Unsatisfied Court Judgements Extension

In the event of a judgement for damages being obtained in the first instance against a third party, under the jurisdiction of a Court in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man, by an **Employee** or the personal representative(s) of an **Employee**, in respect of **Bodily Injury** occurring during the Period of Insurance and in the course of his or her employment or engagement by the **Insured**, which remains unsatisfied in whole or in part six months after the date of such judgement of **The Company** will, at the request of the Named **Insured**, pay to the **Employee** or personal representatives of the **Employee**, the amount of any damages or costs awarded to the extent that they remain unsatisfied, provided that

- a) there is no appeal outstanding and

- b) the judgement relates to accidental **Bodily Injury** which would otherwise be within the Indemnity provided by this Section and
 - c) **The Company** shall be entitled to take over and prosecute for its own benefit any claim against any other person. The **Insured**, the **Employee** and the personal representatives of the **Employee** shall give all information and assistance required.
2. Indemnity to Principal

In the event of any claim, in respect of which the **Insured** would be entitled to receive indemnity under this Policy, being brought or made against any Public or Local Authority or other Principal, **The Company** will, at the request of the Named **Insured**, indemnify the Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect of that claim

Provided that

- I. liability arises solely out of the performance or non- performance of a contract or agreement by the **Insured**
- II. the conduct of control of claims is vested in **The Company**
- III. the Public or Local Authority or other Principal shall observe, fulfil and be subject to the terms, Conditions, Endorsements and Exceptions of this Policy insofar as they can apply, as though they were the Named **Insured**
- IV. the indemnity provided by Section 1 Employers Liability of this Policy shall only apply in respect of liability to any person who is an **Employee** of the **Insured** and not that of any Public or Local Authority or other Principal

The indemnity provided to any Public or Local Authority or other Principal under this extension shall not increase the liability of **The Company** to pay any amount in respect of any one Event or in the aggregate during any one Period of Insurance beyond the amount stated as the Section **Limit of Indemnity** in the Schedule.

3. Cross Liabilities and Multiple **Insured**'s

The Company agrees that if the **Insured** as stated in the Schedule comprises of more than one party, **The Company** will treat each party as though a separate Policy had been issued to each of them, provided that **The Company**'s liability in respect of any one Event or in the aggregate during any one Period of Insurance shall not exceed the Section **Limit of Indemnity** as stated in the Schedule, regardless of the number of parties claiming to be indemnified. Each party shall observe, fulfil and be subject to the terms, Conditions, Exceptions and Endorsements of this Policy insofar as they can apply.

4. Safety, Health and Welfare at Work Act 2005 - Defence Costs

The Company will indemnify the **Insured**, subject to the **Limit of Indemnity** as stated in the Schedule, in respect of legal costs and other expenses reasonably incurred with **The Company**'s written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any health and safety at work legislation committed, or alleged to have been committed, during the Period of Insurance in the course of the **Insured**'s **Business** provided that:

- a) in relation to any appeal, counsel has advised there are strong prospects of such appeal succeeding
- b) the proceedings relate to the health safety or welfare of any **Employee**
- c) the indemnity will not apply to:
 - I. any fines or penalties or award of costs imposed upon the **Insured** or
 - II. for the **Self-Insured** Retention stated in the Schedule or
 - III. where the prosecution results from a deliberate management decision, act or omission.
 - IV. Any circumstances where indemnity is provided by any other insurance.

5. Court Attendance Costs

The Company agrees that in the event of any of the under mentioned persons attending court as a witness at the request of **The Company**, in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Policy, **The Company** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required

- a) any director partner of the **Insured** €250
- b) any **Employee** €150

End of Section 1: Employers Liability

Section 2: Public Liability

THE COVER

This Section shall cover, in accordance with the Indemnity Agreement accidental

- a) **Bodily Injury** to any person other than an Employee,
- b) loss of or damage to **Property**,
- c) **Nuisance** caused by (a) or (b) above

Occurring anywhere within the Geographical Limits defined below during the Period of Insurance.

Geographical Limits:

Geographical Limits shall mean the purpose of this Section

- a) Republic of Ireland, Northern Ireland, Great Britain and the Channel Islands or the Isle of Man or, in connection with **Offshore** installations, within the continental shelf around those countries
- b) elsewhere in the World, excluding United States of America and/ or Canada and/or their possessions or protectorates, but only in connection with the **Business** carried on by the **Insured** at or from any premises situated in any of the countries specified in (a) above
- c) The United States of America and/or Canada and/or their possessions or protectorates, but only in connection with temporary visits by directors or non-manual **Employees** ordinarily resident in any of the countries specified in (a) above in connection with the **Business** carried on by the **Insured**.

PUBLIC LIABILITY EXCEPTIONS

- 1. Radioactivity

The Company shall not indemnify the **Insured** under this Section against liability directly or indirectly caused by or contributed to or arising from

- I. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- II. the radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof.

- 2. Applicable to claims brought in England and Wales only - England and Wales Civil Practice Rules

The Company shall not indemnify the **Insured** under this Section against liability in respect of claims brought in England and Wales arising from any order of the Court made in consequence of the **Insured's** failure to comply with the procedural requirements imposed by the Civil Practice Rules or any direction of the Court.

- 3. **Self-Insured Retention**

The Company shall not indemnify the **Insured** under this Section for the sum stated as the **Self-Insured Retention** shown in the Schedule.

- 4. War and **Terrorism** Risks

The Company shall not indemnify the **Insured** under this Section against liability arising directly or indirectly in consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, sabotage, **Terrorism** or military or usurped power, confiscation requisition by any competent authority or nationalisation.

- 5. **Offshore** Risks

The Company shall not indemnify the **Insured** under this Section against liability arising from visits or work **Offshore**.

- 6. Asbestos and Toxic Materials

The Company shall not indemnify the Insured under this Section against liability arising directly or indirectly from the manufacturer, supply, installation, storage, transportation, ownership, possession, handling, use, repair, removal, stripping, dismantling or disposal of

- a) asbestos, formaldehyde or polychlorinated bi-phenols or
- b) other materials or compounds which the **Insured** knows or has reason to suspect contained asbestos, formaldehyde or polychlorinated bi-phenols.

7. Employers Liability

The Company shall not indemnify the **Insured** under this Section against liability for **Bodily Injury** sustained by an **Employee** which arises out of and/or in the course of his employment or engagement by the **Insured**.

8. Pollution

The Company shall not indemnify the **Insured** under this Section against liability arising directly or indirectly from any **Pollution Hazard** arising

- a) in the United States of America and/or Canada and/or of their possessions or protectorates
- b) elsewhere in the world, other than in those countries or territories referred to in (a) above, except where the **Pollution Hazard** results from a sudden, accidental, unexpected and unintended identifiable incident, which takes place in its entirety, at specific, identifiable time and place during the Period of Insurance.

The indemnity granted under (b) shall

- I. not extend to events of claims arising, directly or indirectly, from a **Pollution Hazard** which arises from or involves bacteria or moulds or other fungi, including but not limited to mildew or mycotoxins or spores or any other substance or **Product** produced or released by moulds or fungi
- II. be subject to the **Limit of Indemnity** stated in the Schedule, both in respect of any one Event and also in the aggregate for the Period of Insurance.

Indemnity under Section 2 shall be subject to the **Limit of Indemnity** stated in the Schedule provided that the total indemnity payable under both Section 2 and Section 3 shall never exceed the **Limit of Indemnity** for Section 2 stated in the Schedule, either in respect of any one Event or in the aggregate for the Period of Insurance.

9. Contractual Liability

Other than as provided for in Public Liability Extension 1 Contractual Liability.

The Company shall not indemnify the **Insured** under this Section against liability which is assumed by the **Insured** under a contract or agreement unless such liability would have attached to the **Insured** in the absence of that contract or agreement.

10. Professional Services

The Company shall not indemnify the **Insured** under this Section against liability arising out of the rendering of or failure to render or provide professional advice, service, instruction, design, or information, where a fee is charged or normally would be charged or any act or error or omission connected therewith.

11. Fines and Penalties

The Company shall not indemnify the **Insured** under this Section against liability for fines, penalties, punitive damages, or exemplary damages in any criminal or disciplinary proceedings brought against the **Insured**.

12. Defamation and Advertising Liability

The Company shall not indemnify the **Insured** under this Section against liability arising out of defamation, libel or slander or other injurious falsehood made by or at the direction of the **Insured** or of any **Employee** of the **Insured**, including those related to advertising, publishing, broadcasting, or telecasting activities conducted by or on behalf of the **Insured**.

13. System Failure

The Company shall not indemnify the **Insured** under this Section against liability associated with or caused by a **System Failure**, if a **System Failure** forms an identifiable element of the chain of events from which the liability arises, whether or not it is the proximate cause of the liability.

14. Heat Work Away

The Company shall not indemnify the **Insured** under this Section against liability arising out of the use of any heat or naked flame whilst being used away from the **Insured's** premises.

15. Property in Custody and Control

The Company shall not indemnify the **Insured** under this Section against liability for loss of or damage to **Property** belonging to or in the custody or control of the **Insured** other than

a) **Employees** or visitor's **Property**

b) any premises (including contents), not been premises leased or rented to the **Insured**, which are temporarily occupied by the **Insured** for the purpose of carrying out work in or to such premises, but always excluding damage to **Property** being worked upon and arising out of such work.

16. Mechanically Propelled Vehicles

The Company shall not indemnify the **Insured** under this Section against liability arising from the ownership, possession or use by or on behalf of the **Insured** or of any **Employee** of the **Insured** of

a) any mechanically propelled vehicle and attached trailer, whilst in use in circumstances where compulsory insurance or security is required by any road traffic legislation, but this Exception shall not apply to liability caused by:

I. loading or unloading of any such vehicle and trailer arising beyond the limits of any carriageway or thoroughfare

II. any **Self**-propelled mechanical plant or any machinery or apparatus attached to any other vehicle whilst used as a tool of trade, other than in circumstances where such liability is governed by any road traffic legislation requiring compulsory insurance or security;

b) any craft or other aerial device or hovercraft or watercraft or **Offshore** installation, but this Exception shall not apply to liability caused by

I. hand propelled watercraft or sailing craft not exceeding 8 m in length

II. watercraft not exceeding 25 m in length and not owned by the **Insured** but used by the **Insured** for **Business** entertainment purposes, with the exception of racing or trials

provided always that the **Insured** is not entitled to an indemnity under any of the policy.

17. Products

The Company shall not indemnify the **Insured** under this Section against liability arising from any **Product**, other than food or drink provided for consumption on the **Insured's** premises.

18. Wrongful Arrest

The Company shall not indemnify the **Insured** under this Section against liability directly or indirectly caused by or contributed to or arising from any wrongful arrest, assault, battery, detention, imprisonment or eviction of any person or wrongful accusation of shoplifting.

19. Sanction Limitation and Exclusion

The Company shall not be deemed to provide cover and **The Company** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **The Company** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the Republic of Ireland, the United Kingdom or United States of America.

20. Communicable Disease Exclusion (LMA5396)

Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, 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 endorsement, loss, liability, damage, 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 for a Communicable Disease.

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

IV. 3.1. 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

V. 3.2. 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

VI. 3.3. the disease, substance or agent can cause or threaten **Bodily Injury**, illness, emotional distress, damage to human health, human welfare or **Property** damage.

21. Cyber and Data Total Exclusion (LMA5468)

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- c. **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
- d. loss of use, reduction in functionality, repair, replacement, restoration, reProduction, loss or theft of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

This exclusion supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.

If **The Company** allege that by reason of this endorsement that loss sustained by the **Insured** is not covered by this Policy, the burden of proving the contrary shall be upon the **Insured**.

Definitions as used in this exclusion:

- **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.

- **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- **Cyber Incident** means:
 - III. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - IV. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

PUBLIC LIABILITY EXTENSIONS

1. Contractual Liability Extension

Exception 9 of this Section restricts cover in respect of liability which is assumed by the **Insured** under contract or agreement.

Notwithstanding exception 9, the indemnity provided by this Section is extended to include liability which is assumed by the **Insured** under contract or agreement provided that the sole conduct and control of claims is vested in **The Company**. The indemnity granted under this extension shall not include liability which

- a) arises under any penalty clause in respect of fines or liquidated damages
- b) arises out of the sole negligence of third parties
- c) attaches by virtue of any waiver of subrogation rights against third parties
- d) arises by reason of **Bodily Injury** to any **Employee** of third parties

unless such liability would have attached to the **Insured** in the absence of the said contract or agreement.

2. Damage to leased or rented premises liability.

Exception 15 of this Section restricts cover in respect of **Property** in the custody or control of the **Insured**. Notwithstanding exception 15 (**Property** in custody or control) of this Section, the indemnity provided under this Section shall extend to include liability for accidental loss of or damage to premises, including fixtures and fittings leased or hired by or rented to the **Insured** under a written contract or agreement, but this extension shall not apply to

- a) liability assumed by the Insured under such contract or agreement which would not have attached in the absence of such contract or agreement, unless agreed in writing by **The Company**
- b) liability for fire or any other peril, against which such contract or agreement requires that insurance is affected
- c) liability arising out of breach of any term condition warranty under any data other applicable insurance policy.

3. Contingent Non-Owned Motor Vehicle Liability

Exception 16 of this Section restricts cover in respect of Mechanically propelled vehicles/Aircraft and Watercraft.

Notwithstanding exception 16 (Mechanically Propelled Vehicles), **The Company** will indemnify the Named **Insured** in respect of legal liability for accidental **Bodily Injury** or accidental loss of or damage to **Property**, arising out of the use of any mechanically propelled vehicle and attached trailer, used in connection with the **Business**, and not being the **Property** of or provided by the Named **Insured** or any associated or subsidiary companies.

Provided always that **The Company** shall not be liable for:

- a) loss of or damage to any such mechanically propelled vehicle, attached trailer or to **Property** contained therein or thereon

- b) **Bodily Injury**, loss of or damage to **Property** resulting was such vehicle is being
- I. driven by the Named **Insured** or is
 - II. driven with the consent of the Named **Insured** or of its representative, by any person who, to the knowledge of the Named **Insured** or of such representative, does not hold a licence to drive such vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence
 - III. used in circumstances in which it is compulsory for the Named **Insured** to insure or provide security as a requirement of any road traffic legislation
 - IV. used outside the Republic of Ireland, Great Britain, Northern Ireland the Channel Islands or the Isle of Man.

4. Indemnity to Principal

In the event of any claim, in respect of which the **Insured** would be entitled to receive indemnity under this policy, being brought or made against any Public or Local Authority or other Principal, **The Company** will, at the request of the Named **Insured**, indemnify the Public Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect thereof

Provided that

- I. liability arises solely out of the performance or non- performance by the **Insured** of a contract or agreement and
- II. the conduct control of claims is vested in **The Company** and
- III. the Public or Local Authority or other Principal shall observe, fulfil and be subject to the terms, Conditions, Endorsements and Exceptions of this Policy insofar as they can apply, as though they were the Named **Insured** and
- IV. the indemnity provided by Section 1 Employers Liability of this policy shall only apply in respect of liability to any person who is an **Employee** of the **Insured** and not that of any Public or Local Authority or other Principal. The indemnity provided to any Public or Local Authority or other Principal under this extension shall not increase the liability of **The Company** to pay any amount in respect of any one Event or in the aggregate during any one Period of Insurance beyond the amount stated as the **Limit of Indemnity** in the Schedule.

5. Cross Liabilities and Multiple Insurance

The Company agrees that if the **Insured** stated in the Schedule comprises more than one party, **The Company** will treat each party as though a separate policy had been issued to each of them, provided that **The Company's** liability in respect of any one Event or in the aggregate during any one Period of Insurance shall not exceed this Section **Limit of Indemnity** as stated in the Schedule, regardless of the number of parties claiming to be indemnified. Each party shall observe, fulfil and to be subject to the terms, Conditions, Exceptions and Endorsement of this Policy insofar as they can apply.

6. The Safety, Health and Welfare at Work Act 2005 - Defence Costs

The Company will indemnify the **Insured**, subject to the **Limit of Indemnity** as stated in the Schedule, in respect of legal costs and other expenses reasonably incurred with **The Company's** written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any health and safety at work legislation committed, or alleged to have been committed, during the Period of Insurance in the course of the **Insured's Business** provided that:

- a) in relation to any appeal, counsel has advised there are strong prospects of such appeal succeeding
- b) the proceedings the circumstances of the alleged offence may be the subject of indemnity under this Policy
- c) the indemnity will not apply to:
 - I. for any fines or penalties or award of costs imposed upon the **Insured** or
 - II. for the **Self-Insured** Retention stated in the Schedule or

III. where the prosecution results from a deliberate management decision, act or omission.

IV. Any circumstances where indemnity is provided by any other insurance.

7. Data Protection Acts 1988 to 2018

The Company will indemnify the **Insured** under this Section in respect of liability for claims arising under the Data Protection Act 1998, or any subsequent legislation amending, revising, or replacing such act, in respect of:

- a) compensation payable for damage or distress under section 13 of Part II of the Act including claimant's costs and expenses;
- b) defence costs in relation to any prosecution or investigation brought under section 21 of Part III of the Act in relation to a claim made by an **Employee**.

Provided that:

- (i) the **Insured** has registered under the Act or commenced the process of registration and the **Insured's** application has not been refused or withdrawn.
- (ii) **The Company** shall not be liable in respect of:
 - I. the payment of fines or penalties;
 - II. the **Self-Insured** Retention stated in the Schedule,
 - III. the cost of replacing, reinstating, rectifying, or erasing, any data;
 - IV. liability arising as a result of the provision by the **Insured** of the services of a computer bureau;
 - V. liability arising from the recording or provision of data for reward or for determining the financial status of any person.
 - VI. Any liability or cost or expense excluded by the Cyber and Data Total Exclusion in this Policy.

8. Court Attendance Costs

The Company agrees that in the event of any of the under mentioned persons attending court as a witness at the request of **The Company**, in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Policy, **The Company** will provide compensation to the **Insured** at the following rates per day unsatisfied for each day on which attendance is required:

- a) any director or partner of the **Insured** €250
- b) any Employee €150

End of Section 2: Public Liability

Section 3: Products Liability

THE COVER

This Section shall cover, in accordance with the Indemnity Agreement accidental

- a) **Bodily Injury** to any person other than an **Employee**,
- b) loss or damage to **Property**,

Occurring anywhere in the world and caused by any **Product** of the **Insured** during the Period of Insurance.

PRODUCTS LIABILITY EXCEPTIONS

1. Radioactivity

The Company shall not indemnify the **Insured** under this Section against liability directly or indirectly caused by or contributed to or arising from

- I. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- II. the radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof.

2. Applicable to claims brought in England and Wales only - England and Wales Civil Practice Rules

The Company shall not indemnify the **Insured** under this Section against liability in respect of claims brought in England and Wales arising from any order of the Court made in consequence of the **Insured's** failure to comply with the procedural requirements imposed by the Civil Practice Rules or any direction of the Court.

3. Self-Insured Retention

The Company shall not indemnify the **Insured** under this Section for the sum stated as the **Self-Insured Retention** shown in the Schedule.

4. War and Terrorism Risks

The Company shall not indemnify the **Insured** under this Section against liability arising directly or indirectly in consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, sabotage, **Terrorism** or military or usurped power, confiscation requisition by any competent authority or nationalisation.

5. Offshore Risks

The Company shall not indemnify the **Insured** under this Section against liability arising from visits or work **Offshore**.

6. Employers Liability

The Company shall not indemnify the **Insured** under this Section against liability for **Bodily Injury** sustained by an **Employee** which arises out of and/or in the course of his employment or engagement by the **Insured**.

7. Pollution

The Company shall not indemnify the **Insured** under this Section against liability arising directly or indirectly from any **Pollution Hazard** arising

- a) in the United States of America and/or Canada and/or of their possessions or protectorates
- b) elsewhere in the world, other than in those countries or territories referred to in (a) above, except where the **Pollution Hazard** results from a sudden, accidental, unexpected and unintended identifiable incident, which takes place in its entirety, at specific, identifiable time and place during the Period of Insurance.

The indemnity granted under (b) shall

- I. not extend to events of claims arising, directly or indirectly, from a **Pollution Hazard** which arises from or involves bacteria or moulds or other fungi, including but not limited to mildew or mycotoxins or spores or any other substance or **Product** produced or released by moulds or fungi
- II. be subject to the **Limit of Indemnity** stated in the Schedule, both in respect of any one Event and also in the aggregate for the Period of Insurance.

Indemnity under Section 3 shall be subject to the **Limit of Indemnity** stated in the Schedule provided that the total indemnity payable under both Section 2 and Section 3 shall never exceed the **Limit of Indemnity** for Section 3 stated in the Schedule, either in respect of any one Event or in the aggregate for the Period of Insurance.

8. Asbestos and Toxic Materials

The Company shall not indemnify the **Insured** under this Section against liability arising directly or indirectly from the manufacturer, supply, installation, storage, transportation, ownership, possession, handling, use, repair, removal, stripping, dismantling or disposal of

- a) asbestos, formaldehyde or polychlorinated bi-phenols or
- b) other materials or compounds which the **Insured** knows or has reason to suspect contained asbestos, formaldehyde or polychlorinated bi-phenols.

9. Contractual Liability

Other than as provided for in Public Liability Extension 1 Contractual Liability.

The Company shall not indemnify the **Insured** under this Section against liability which is assumed by the **Insured** under a contract or agreement unless such liability would have attached to the **Insured** in the absence of that contract or agreement.

10. Professional Services

The Company shall not indemnify the **Insured** under this Section against liability arising out of the rendering of or failure to render or provide professional advice, service, instruction, design, or information, where a fee is charged or normally would be charged or any act or error or omission connected therewith.

11. Fines and Penalties

The Company shall not indemnify the **Insured** under this Section against liability for fines, penalties, punitive damages, or exemplary damages in any criminal or disciplinary proceedings brought against the **Insured**.

12. Defamation and Advertising Liability

The Company shall not indemnify the **Insured** under this Section against liability arising out of defamation, libel or slander or other injurious falsehood made by or at the direction of the **Insured** or of any **Employee** of the **Insured**, including those related to advertising, publishing, broadcasting, or telecasting activities conducted by or on behalf of the **Insured**

13. System Failure

The Company shall not indemnify the **Insured** under this Section against liability associated with or caused by a **System Failure**, if a **System Failure** forms an identifiable element of the chain of events from which the liability arises, whether or not it is the proximate cause of the liability

14. Heat Work Away

The Company shall not indemnify the **Insured** under this Section against liability arising out of the use of any heat or naked flame whilst being used away from the **Insured's** premises.

15. Efficacy and Guarantee

The Company shall not indemnify the **Insured** under this Section against liability arising out of the failure of a **Product** or any part thereof or any contract work to fulfil the purpose for which it was intended or designed or to perform as specified, warranted or guaranteed.

16. Recall

The Company shall not indemnify the **Insured** under this Section against liability arising out of recalling, removing, repairing, replacing, reinstating, or the cost of or reduction in value of, any **Product** supplied, installed, repaired, serviced, altered, treated, tested, processed or erected by the **Insured**, if such liability arises from any defect therein or the harmful nature or unsuitability thereof for its intended purpose.

17. USA and/or Canada exports

The Company shall not indemnify the **Insured** under this Section against liability arising from any **Product** exported directly or indirectly to United States of America and/or Canada and/or their possessions or protectorates.

18. Aircraft or Aerial Devices

The Company shall not indemnify the **Insured** under this Section against liability arising from any **Product** which is used on or incorporated into or onto any aircraft or aerial device or is used to control the navigation or safety of any craft or aerial device.

19. Sanction Limitation and Exclusion

The Company shall not be deemed to provide cover and **The Company** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **The Company** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the Republic of Ireland, the United Kingdom or United States of America.

20. Communicable Disease (LMA5396)

Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, 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 endorsement, loss, liability, damage, 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 for a Communicable Disease.

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

- IV. 3.1. 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
- V. 3.2. 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
- VI. 3.3. the disease, substance or agent can cause or threaten **Bodily Injury**, illness, emotional distress, damage to human health, human welfare or **Property** damage.

21. Cyber and Data Total Exclusion (LMA5468)

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- c. **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or

- d. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

This exclusion supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.

If **The Company** allege that by reason of this endorsement that loss sustained by the **Insured** is not covered by this Policy, the burden of proving the contrary shall be upon the **Insured**.

Definitions as used in this exclusion:

- **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.
- **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- **Cyber Incident** means:
 - III. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - IV. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

PRODUCT LIABILITY EXTENSIONS

1. Indemnity to Principals

In the event of any claim, in respect of which the **Insured** would be entitled to receive an indemnity under this policy, being brought or made against any Public Local Authority or other Principal that, **The Company** will, at the request of the Named **Insured**, indemnify the Public Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect thereof

Provided that

- I. liability arises out of the performance or non-performance by the **Insured** of a contract or agreement and
- II. the conduct and to control of claims is vested in **The Company** and
- III. the Public or Local Authority or other Principal shall observe, fulfil and be subject to the terms, Conditions, Endorsements and Exceptions of this Policy insofar as they can apply, as though they were the named **Insured** and
- IV. the indemnity provided by Section 1 Employers Liability of this Policy shall only apply in respect of liability to any person who is an **Employee** of the **Insured** and not to that of any Public or Local Authority or other Principal. The indemnity provided to any Public or Local Authority or other principal under this extension shall not increase the liability of **The Company** to pay any amount in respect of any one Event or in the aggregate during any one Period of Insurance beyond the amount stated as the Section **Limit of Indemnity** in the Schedule.

2. Cross Liabilities and Multiple **Insured**'s

The Company agrees that if the **Insured** stated in the Schedule comprises more than one party, **The Company** will treat each party as though a separate policy had been issued to each of them, provided that **The Company's** liability in respect of any one Event or in the aggregate during any one Period of Insurance shall not exceed the Section **Limit of Indemnity** as stated in the Schedule, regardless of the number of parties claiming to be indemnified.

Each party shall observe, fulfil and be subject to the terms, Conditions and Exceptions and Endorsement of this Policy insofar as they can apply.

3. The Safety, Health and Welfare at Work Act 2005 - Defence Costs

The Company will indemnify the **Insured**, subject to the **Limit of Indemnity** as stated in the Schedule, in respect of legal costs and other expenses reasonably incurred with **The Company's** written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any health and safety at work legislation committed, or alleged to have been committed, during the Period of Insurance in the course of the **Insured's Business** provided that:

- a) in relation to any appeal, counsel has advised there are strong prospects of such appeal succeeding
- b) the proceedings the circumstances of the alleged offence may be the subject of indemnity under this Policy
- c) the indemnity will not apply to:
 - I. for any fines or penalties or award of costs imposed upon the **Insured** or
 - II. for the **Self-Insured Retention** stated in the Schedule or
 - III. where the prosecution results from a deliberate management decision, act or omission.
 - IV. Any circumstances where indemnity is provided by any other insurance.

4. Court Attendance Costs

The Company agrees that in the event of any of the under mentioned persons attending court as a witness at the request of **The Company**, in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Policy, **The Company** will provide compensation to the **Insured** at the following rates per day unsatisfied for each day on which attendance is required:

- a) any director or partner of the **Insured** €250
- b) any **Employee** €150

End of Section 3: Products Liability

Data Protection

We collect and use relevant information about you to provide you with insurance and to meet our legal obligations. This information includes your name, address and contact details and other information we collect about you and may include sensitive information about you such as health information and any criminal convictions you may have.

By taking out an insurance policy via MX Underwriting Europe with the insurers on behalf of which we act or by giving us your personal information, you will be agreeing that we, our agents, the insurers on behalf of which we act and the other people we describe in this notice may process this information.

Who is responsible for your personal information?

MX Underwriting Europe is a 'data controller' for personal information held under the Data Protection Act 1988 to 2018 or similar provision applying in any amending or replacing legislation. This means we have certain responsibilities to protect your information.

You should show this notice to anyone who may also be covered by or whose information may be shared by you in connection with your insurance policy and make sure that you have their permission to share their information with us.

Purpose for processing your data:

- To arrange, provide advice and/or to recommend insurance **Products**
- the underwriting (assessment and pricing) of the risk proposed;
- the administration of the policy;
- the assessment and processing of claims or loss prevention assistance to Policyholders (Risk Management)
- compliance with regulatory, legal, and tax laws and regulations; including sanctioned persons and other, and
- statistical exercises (pricing/risk performance observation).

We will use the information you provide, or we collect, to manage and handle your insurance queries, applications and any policy and related claims.

To provide you with **Products** and services, we, the insurers on behalf of which we act (or our agents or subcontractors), hold information in our systems.

We and the insurers on behalf of which we act may use your personal information for our **Business** processes and activities including analysis, review, planning and **Business** transactions, dealing with insurance or legal claims, and so we can meet our legal and regulatory responsibilities.

We may record or monitor phone calls to protect you and for training and quality purposes.

Sensitive details:

In certain circumstances we may need your consent to collect and process sensitive personal information (such as information about physical or mental health or medical conditions, criminal convictions and pending proceedings, and bankruptcy or debt details) about you and others named on the insurance policy and other people involved in a claim.

Where we need your consent, we will ask you. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw consent this may affect our or the Insurers ability to provide the insurance cover to you or ability to handle your claims.

Credit-reference checks and fraud-prevention, anti-money laundering and counter-Terrorism financing checks:

We may check the information you provide against other information available to the public (such as on the electoral roll and court judgments, bankruptcy or repossession and other insurance industry databases, and this may involve carrying out bankruptcy/judgment debt checks, fraud prevention, anti-money laundering and counter **Terrorism** financing checks, subject to data protection law and with your consent if required).

We may share the results of these checks with the insurers on behalf of which we act and their agents, credit-reference agencies, fraud-prevention agencies and others concerned with fraud, the Garda Síochána, the police and other law-enforcement agencies, government agencies or regulatory authorities.

We may use this information to help us assess risk and credit and in our insurance decisions and to meet our legal and regulatory responsibilities.

Statistics:

We may amend personal information so that you cannot be identified. That information will then not be covered by this notice or data-protection law. We may use it for insurance administration purposes including analysing trends, carrying out actuarial work, planning how we deliver services, assessing risk, costs and charges.

What details do we share, who with and why?

We may pass information about you and your claims history to:

- a) our agents and service providers, the insurers on behalf of which we act and other insurers, either directly or through people acting for us and them (such as loss adjusters or private investigators and solicitors);
- b) any agent acting for you;
- c) recognised trade, governing and regulatory organisations we belong to or are governed by; • the police, other law- enforcement agencies, government agencies or regulatory authorities, and any other person or organisation if this is needed by law; and
- d) any other person, where necessary, to perform any insurance contract with you, so we can protect ourselves from risk or to make sure we meet with regulations or good governance.

Insurance Link:

We or the insurers on behalf of which we act may share information with the Insurance Link database, run by Insurance Ireland. This information includes identification details and the nature of any damage suffered by anyone involved in a claim, in some cases including types of injuries. This information may be shared with other insurers and/ or statutory authorities.

The purpose of engaging in this insurance industry service is to help us authenticate information provided to prevent fraud and protect customers and to assess information at underwriting stage. This helps prevent multiple claims on the same injury or damage, assists in investigating fraud and the integrity of information provided.

Where previous claims are identified through Insurance Link, the insurers on behalf of which we act and other insurers may exchange additional information on those claims, more information is available on Insurance Link at their website, www.inslink.ie

How long do we keep your Personal Data for?

We will keep your Personal Data* for as long as reasonably necessary to fulfil the purposes and to comply with our legal and regulatory obligations.

This will involve retaining some of your Personal Data* for a reasonable period of time after your policy or your relationship with us has ended or after your claim is closed.

If you would like further information about the periods for which your personal data will be stored, please contact us at nmcsherry@mxunderwriting.eu

We also retain certain limited details beyond the above time periods in order to validate and handle any claims we receive after the statute of limitations has expired (late claims) and any claims we receive where the claimant was not aware of the damage until a long time after it was caused (latent claims). In these circumstances we retain information such as the policyholder's name, policy start and finish dates and cover details.

For late claims we will hold the data for a period of up to 25 years from the lapse or cancellation date of your policy or from the completion of a claim. For latent claims we will hold the data for up to 60 years from the lapse or cancellation date of your policy. In both cases, the data will only be used in the event that a new claim is made by or against you **Where are your details sent?**

Your personal information, including sensitive personal information, may be transferred to countries outside the European Economic Area including to our agents and service providers. We aim to make sure that the level of protection which applies to your personal information processed in these countries is similar to that applicable in the Republic of Ireland, for example, by using appropriate data transfer agreements.

Contacting you:

We will in all normal circumstances contact you via your appointed Insurance Broker. We may on occasion require to contact you directly. In the event that we need to contact you directly, this contact may be made by a number of communication methods in addition to traditional correspondence, by phone, email, text message or through digital and/ or other remote applications.

Why might we contact you? We might contact you:

to ask for your feedback or views on the **Products** and services we provide; or
where there is another genuine reason for doing so.

More information and contacting us:

You can ask us for a copy of the information we hold about you by writing to our Managing Director and enclosing a cheque for

€6.35. Please allow up to 40 days for us to send this information to you. You may also ask us to change or delete any information we hold about you.

For a full copy of this notice, including more details on how we may use your personal information for credit-reference and fraud-prevention purposes, please see the Security and Privacy Statement, which you can view by visiting www.mxunderwriting.eu. If you want to ask for a hard copy or have any questions about this notice, please contact us.

Details about our and the insurers on behalf of which we act obligations to you regarding your information is contained in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector which you can view by visiting www.dataprotection.ie

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**Opportunities.
Unlocked.**