



# Commercial Liability

Policy Wording

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## Introduction

Welcome to RSA. Thank you for choosing us as your Insurer.

This is your **Commercial Liability** policy wording.

Your Policy comprises of a number of documents including the policy wording (this document), the Schedule (as defined) and the Statement of Fact if applicable (as defined). In the event of any inconsistency between any terms of this Policy, the terms set out in the Schedule shall take precedence over any terms in the policy wording. This Policy is a legal contract and all documents should be kept in a safe place.

Please read the Policy carefully and if it does not meet your needs, please return it to your insurance intermediary.

## Your Policy

The Policy is a legal contract between you (also referred to as the Insured or your) and us (also referred to as RSA Insurance Ireland DAC, the Company, we, our).

For all purposes, all parties included in the definition of the Insured in the Schedule, shall constitute one Insured, or one party, or legal entity, so that there will be only two parties to the contract of insurance between you and the Company.

The policy wording, Statement of Fact (if applicable), Schedule, endorsements, memoranda and certificates should be read as if they are one document.

Your Policy is made up of individual sections. It should be read together with the Schedule which specifies the sections for which insurance is in place.

If you are:

- A) a Consumer, as referenced within the Consumer Insurance Contracts Act 2019 (or subsequent amending legislation), we have relied on the information provided by you in response to questions asked by us and on information supplied by your insurance intermediary. Our acceptance of this risk and the Premium charged, and the terms and conditions applied have been based upon the information provided to the Company. Any material change or alteration in the original information presented to us must be advised to us immediately. Failure to do so may result in the Company refusing indemnity in relation to a claim.
- B) not a Consumer, as referenced within the Consumer Insurance Contracts Act 2019 (or subsequent amending legislation), we have relied on information provided by you and/or your insurance intermediary. Our acceptance of this risk and the Premium charged, and the terms and conditions applied have been based upon the information provided to the Company. Any material change or alteration in the original information presented to us must be advised to us immediately. Failure to do so and/or non-disclosure of any material fact may result in the Company refusing indemnity in relation to a claim.

### Cooling off period

If you are a consumer for the purposes of the Consumer Insurance Contracts Act 2019 (or subsequent amending legislation), you will have the right to cancel your policy as set out in the act. This means that a consumer may cancel the Policy by giving notice in writing of cancellation to the Company within 14 working days after:

- A) the day the contract is entered into;
- or;
- B) the day on which the consumer is given the contractual terms and conditions of the Policy;

whichever is the later.

In this situation the Company shall retain the Premium for the time on cover and shall return the balance of the money paid. Under certain circumstances policies may be deemed to have never been in force and we may agree to void the Policy from inception and return the full Premium you have paid to us.

## Important Information

<b>RSA</b>	RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland.
<b>The law that applies to the contract</b>	The relevant European and Irish laws, allows both parties, both the Insured and the Company, to choose the law applicable to this contract. We propose that Irish law will apply to the contract.
<b>Use of language</b>	Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.
<b>Insurance Act 1936 (Section 93)</b>	All money which is paid or may be paid by us to you under the Policy will be paid in the Republic of Ireland.
<b>Stamp Duties Consolidation Act (1999)</b>	The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.
<b>Currency</b>	All monies which become due under the Policy shall be paid or payable in Euro currency unless otherwise agreed by the Company.
<b>Singular or plural</b>	Any reference to the singular will include the plural or vice versa.
<b>Legislation</b>	Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.
<b>Headings</b>	Any heading in this Policy is for ease of reference only and does not affect its interpretation.
<b>Policy Definitions</b>	The words defined within this section of the policy will have the same meaning wherever they appear in the Policy if they commence with a capital letter.

## Policy Definitions

The following words or expressions shall have the meanings set out below:

### Act of Terrorism

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

### Aircraft Products

Any structural parts, propulsion equipment, landing gear, substructure electronic equipment, hydraulic equipment, technical instruments, tyres, fuel equipment or any other product which is knowingly manufactured, sold or distributed by the Insured for use in any aircraft aerospace device or aerial device.

### Airside

Airside shall mean that part of any airport, airfield or military installation provided for:

- A) the take-off or landing of aircraft or the movement of aircraft on the ground;
- B) aircraft parking including any associated service roads, refuelling areas, ground equipment, parking areas, aprons, maintenance areas and hangars.

### Asbestos

Crocidolite, amosite chrysotile, fibrous actinolite, fibrous anthophyllite, or fibrous tremolite or any mixture containing any of those minerals.

### Asbestos Containing Materials

Any material containing Asbestos or Asbestos Dust.

### Asbestos Dust

Fibres or particles of Asbestos.

### Bona Fide Subcontractors

Subcontractors who provide labour in the performance of their contract and have their own employers and public/products liability insurances.

### Business

The business which is specified in the Schedule and conducted solely in the Republic of Ireland and shall include:

- 1) repair and maintenance of the Insured's own Property used in connection with the Business;
- 2) provision and management of canteen, social, sports welfare and safety organisations and first aid, ambulance and medical services for the benefit of any Person Employed;
- 3) fire and security services maintained solely for the protection of premises owned or occupied by the Insured;
- 4) private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured;
- 5) attendance at or participation in trade fairs, shows and exhibitions by any Employee or director in connection with their employment;

but in respect of Section 1 Employers Liability, shall not include any work undertaken Offshore.

**Company**

RSA Insurance Ireland DAC

**Contract Works**

All works executed, in the course of execution or thereafter by the Insured in the performance of any contract including materials for incorporation therein all plant, tools, equipment, temporary works, temporary buildings or any other Property on or adjacent to the site for the purposes of the execution of the works.

**Damaged**

Lost destroyed or damaged.

**Director**

An individual who is appointed to the board of directors of a company and is responsible for the management and strategic direction of the company.

**Electronic Data**

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

**Employee**

Any individual under a contract of service or apprenticeship with the Insured.

**Event**

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

**Fire Alarm System**

Fire alarm system including all lines and equipment used to transmit the signals to and from the premises.

**Injury**

Bodily injury, death, disease or illness.

**Insured**

The person(s) or entity(ies) listed in the Schedule.

**Insured's Contribution**

The amount or amounts which the Insured agrees to pay in respect of:

- 1) the claimant's damages.
- 2) the claimant's costs and expenses.

**Insured Person**

The Insured (if an individual) or any director, partner or Employee of an insured entity.

**Intruder Alarm System**

The intruder alarm system including all lines and equipment used to transmit the signals to and from the premises.



### Limit of Indemnity

The amount stated in the Schedule.

### Mechanically Propelled Vehicle

A mechanically propelled vehicle as defined by the Road Traffic Acts.

### Offshore

Embarkation onto a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance onto land upon return from such offshore rig or platform.

### Period of Insurance

The period of time that the Policy is in force as shown in the Schedule.

### Person Employed

Any:

- A) Employee;
  - B) labour master and individuals supplied by the Insured;
  - C) individual employed by labour only subcontractors;
  - D) self-employed individual (not being in partnership with the Insured);
  - E) individual hired to or borrowed by the Insured;
  - F) individual undertaking study or work experience while under the supervision of the Insured.
- } while under the direct control and supervision of the Insured

### Person Entitled to Indemnity

- A) the Insured;
- B) the personal representatives of the Insured in respect of legal liability incurred by the Insured;
- C) at the request of the Insured:
  - 1) any principal;
  - 2) any director or partner of the Insured;
  - 3) any Person Employed,

against legal liability in respect of which the Insured would have been entitled to indemnity under this Section of the Policy if the claim had been made against the Insured;

  - 4) the officers, committees and members of the Insured's canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided;
  - 5) any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director, partner or Employee with the prior consent of the Insured;

each of whom shall as though the Insured be subject to the terms of this Section of the Policy so far as they can apply.

### Policy

The contract of insurance between the Insured and the Company, the terms and conditions of which can be found in the policy wording, Schedule, Statement of Fact (if applicable), endorsements, memoranda and certificates.

### Premium

The monetary amount paid or payable by the Insured for coverage under the Policy.



### **Principal**

Any person, company, firm or Public Authority with whom the Insured has entered into a contract for work or services.

### **Property**

Material property but shall not include Electronic Data.

### **Risk Control Programme**

The requirements identified, issued and communicated by the Company following a survey of the Insured's premises.

### **Schedule**

The statement of details specific to the Insured forming part of the Policy.

### **Statement of Fact**

A record of the answers provided by the Insured to the questions asked by the Company at the pre-contractual or renewal stage, which have been relied upon by the Company in determining the acceptance of the risk and the Premium charged and the terms and conditions that have been applied to the contract.

### **Sudden Pollution or Contamination Incident**

The pollution or contamination of Buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place happening anywhere in the world other than the United States of America during the Period of Insurance.

Provided that all pollution or contamination which arises out of one Sudden Pollution or Contamination Incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place.

### **United States of America**

The United States of America or any other territory within its jurisdiction

### **Unoccupied**

A premises is deemed to be unoccupied if; for more than 30 consecutive days it is not used for the purposes of the Business, untenanted or not in active use.

## Policy and Claims Conditions

(Conditions apply to the whole Policy unless otherwise stated)

**Failure to comply with Policy and Claims Conditions 1 to 6 may result in the Company refusing indemnity in relation to a claim.**

### 1 Claims Action by the Insured

- A) On the discovery of any circumstance(s) or Event which may give rise to a claim under this Policy the Insured shall:
- i) notify the Company as soon as is reasonably possible;
  - ii) forward/provide to the Company every letter, claim, writ or summons and process in connection with such circumstances as soon as is reasonably possible upon receipt; give written notice as soon as is reasonably possible to the Company as soon as the Insured shall have knowledge of any prosecution, inquest or inquiry in connection with any circumstance which may give rise to liability under this Policy;
  - iii) assist the Company in all aspects of the conduct of the claim;
- B) If after a claim has been made under this Policy the Insured becomes aware of any information which may either support or; as the case may be; prejudice the validity of the claim the Insured shall notify the Company as soon as is reasonably possible.

### 2 Rights of the Company

No admission, offer, promise, payment or indemnity shall be made, or given, by or on behalf of the Insured without the written consent of the Company; which shall be entitled to take over the absolute control of and conduct in the name of the Insured the negotiation, proceeding, defence or settlement of any claim or, in so far as is permitted by Law, to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceeding and in the settlement of any claim.

### 3 Reasonable Precautions

The Insured at their own expense shall take all reasonable steps to prevent or minimise any Damage to property or any Injury to Employees or the public. If the Insured discovers any defect or danger, the Insured must make it good as soon as reasonably practicable, and in the meantime take such additional precautions as the circumstances reasonably require.

### 4 Application of heat away from the Premises

Applicable only to Public/Products Insurance

Where there is an application of heat including but not limited to a naked flame, open heat source, hot air paint stripper, angle grinders, oscillating tools or cut-off tools away from the Insured's premises:

- A) no work should be carried out unless specifically authorised by the occupier who should also be asked to approve the safety arrangements;
- B) all such equipment must be in good repair;
- C) before burning-off metalwork built into or projecting through walls or partitions, an examination must be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat;
- D) the area of work will be cleared of combustible material for a safe distance from or beneath the place where such work is being carried out including the opposite side of any wall. A safe distance shall not be less than ten metres when welding or cutting operations are carried out. Where such precautions are impracticable such material will

be covered with non-combustible blankets or screens. Combustible parts of the premises will be similarly protected with non-combustible blankets or screens, combustible floors wet down or covered with damp sand, metal or other non-combustible shields. Any containers to be purged of flammable vapours;

- E) at least one water (with a capacity of more than 8.2 litres), dry powder (with a weight of more than 1.2 kilograms) or other fire extinguisher of an equivalent rating of a type suitable for the combustible material and the premises will be kept immediately adjacent to the area of work in full working order and available for immediate use;
- F) equipment which will be lit must only be lit as short a time as possible before use and extinguished immediately after use;
- G) equipment which is lit or switched-on must not be left unattended;
- H) all heating of asphalt, bitumen, tar or pitch:
  - i) will be carried out in a suitable vessel in the open using bottled gas;
  - ii) where the vessel is used on a roof it will be placed on a surface of incombustible material;
  - iii) the vessel will not be left unattended whilst the heating source is lit;
- I) for all burning of debris:
  - i) fires are to be in a cleared area at a distance of at least ten metres from property or combustible materials;
  - ii) fires are not to be left unattended at any time;
- J) the Insured shall arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a fire watcher and to remain in attendance at all times until the equipment is extinguished or switched off;
- K) upon completion of each period of work the personnel who have carried out the work must remain in attendance for a period of not less than ninety minutes to ensure there is no risk of fire.

## 5 Cooking

- A) All cooking equipment to be operated, fitted, serviced and located in accordance with the manufacturer's instructions.
- B) The following fire protections are required as a minimum to be located in each cooking area:
  - i) one class F wet chemical extinguisher and;
  - ii) one fire blanket;
 and all extinguishers to be serviced by specialist contractor at least once in every twelve month period to ensure that they are maintained in working order.
- C) All deep fat fryers to be equipped with cooking thermostats fitted and operational to prevent the operating temperature of the oil rising above the temperature recommended by the manufacturer, or the temperature recommended by the manufacturer of the deep fat fryer, whichever is the lesser. All such thermostats are to be maintained in working order and to be serviced at least once in each twelve month period. A report is to be issued to the Insured by a specialist contractor confirming that this work has been done and this report must be kept available for inspection by the Company.
- D) Where frying is undertaken (including but not limited to woks, frying pans and deep fat fryers) those fryers must be attended by the Insured or the Insured's Employees at all times when the heat source is in operation.
- E) All cooker hoods, grease traps, nozzles and filters to be cleaned at least once per week and a record of cleaning must be kept available for inspection by the Company.
- F) All extract ducting and flues to be inspected and deep cleaned by a specialist contractor every six months and a report issued to the Insured by the specialist contractor confirming that this work has been done and this report to be kept available for inspection by the Company.

## **6 Bona Fide Subcontractors**

Where the Insured has declared the use of Bona Fide Subcontractors the indemnity shall only apply if the Insured has completed a check to ensure that all such insurances for Bona Fide Subcontractors;

- A) are in force and;
- B) the Limit of Indemnity is no less than that provided under this Policy and;
- C) includes an indemnity to Insured as a Principal.

Copies of such insurances must be kept on file by the Insured and must be produced as documentary evidence before any liability can be considered involving the acts of Bona Fide Subcontractors.

## **7 Change of Status**

This Policy shall be automatically terminated if:

- A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or;
- B) the Insured's interest ceases otherwise than by death.

## **8 Alterations**

We may refuse a claim made under the Policy if, at any time after the commencement of this Policy and unless its continuance be admitted by the Company, any alteration is made in:

- A) the Business or in the premises or Property therein, or;
- B) the occupation of any Insured Person, or;
- C) any other circumstances where there is a change in the subject matter of the Policy and circumstances have so changed that the new risk is something which we did not agree to cover and which was beyond the reasonable contemplation of the Company and the Insured when the Policy was entered into.

The Company agrees not to refuse a claim provided that:

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Company would have declined to enter into this Policy on any terms;
- ii) the Insured shall pay an appropriate additional Premium if required by the Company with effect from the date of the alteration;
- iii) the Company shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration.

## **9 Risk Management**

The Company reserves the right to invoke the Policy Cancellation Condition or impose appropriate additional terms if the Insured fails to implement any Risk Control Programme within the agreed timescales.

## **10 Financial or Trade Sanctions**

The Company shall not provide any coverage or be liable to provide indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any economic, financial or trade sanctions or prohibition or restriction imposed by law or regulation in any relevant jurisdiction.

## 11 Misrepresentation

Where there has been any misrepresentation in the information provided to us, or any failure to answer our questions honestly and with reasonable care, the Company may;

- A) where the misrepresentation was made negligently, reflect the action we would have taken had we been aware of the full facts;
  - i) if we would have charged a higher Premium we may charge an additional Premium or proportionally reduce the amount paid on a claim;
  - ii) if we would have applied different terms the contract may be treated as if it had been entered into on those terms;
  - iii) if we would not have entered into the contract, we may avoid the contract, refuse a claim and return the Premium paid;
- B) where the misrepresentation was made fraudulently, avoid the contract and refuse a claim.

## 12 Cancellation

This Policy may be cancelled:

- A) by the Company giving 14 days written notice to your insurance intermediary. We will advise the reason for cancellation and allow a proportionate return of Premium;
- B) by the Insured giving 14 days written notice to your insurance intermediary. The Company may not allow a proportionate return of Premium;
- C) by the Company if the Premium is paid by direct debit and the Insured's bank is not prepared to honour the direct debit arrangement. Cancellation will be effective from the date the unpaid direct debit fell due.

## 13 Fraudulent Claims

If a claim contains any information that is false or misleading in any material respect, and the Insured knows it to be false or misleading, or consciously disregards whether it is false or misleading, the Company will:

- A) terminate the Policy with effect from the date of the submission of the fraudulent claim;
- B) have no liability to pay any part of, or the whole of the fraudulent claim;
- C) be entitled to refuse all claims arising after the date of the submission of the fraudulent claim;
- D) remain liable for legitimate claims before the date of the submission of the fraudulent claim.

## 14 Contribution

Other than in respect of extension 3 (Contingent Motor Liability) to Section 2 (Public/Products Liability), if at the time of any claim there is or, but for the existence of this Policy there would be, any other insurances covering the same legal liability, the indemnity will not apply except in respect of any amount beyond that which would have been payable under such insurances had this not been effected.

## 15 Arbitration

Any difference under this Policy or any claim for which the Company has disclaimed liability shall be referred to arbitration in accordance with the statutory provisions currently in force and the making of an award shall be a condition precedent to any right of action against the Company. Any claim for which the Company has disclaimed liability shall for all purposes be deemed to have been abandoned and not recoverable thereafter unless referred to arbitration under these provisions within 1 year from the date of such disclaimer.

## General Conditions

(General conditions apply to the whole Policy unless otherwise stated)

### 1 Additional and Return Premiums

- A) If any change to your Policy accepted by us would result in an additional Premium payable by you of not more than €25, then we will not charge you in respect of such additional Premium.
- B) If any change to your Policy accepted by us would result in a refund of Premium to you of not more than €25, then we will not be obliged to make such a refund to you.

### 2 Minimum and Deposit Premium (not applicable during the cooling off period)

The Premium is a minimum and deposit Premium.

### 3 Premium Adjustment

In circumstances where the Premium, or any part of any Premium has been calculated on an estimate(s) provided by the Insured at the start of the Period of Insurance, the Premium will be subject to an adjustment at the end of the Period of Insurance, and the Insured shall, in these circumstances:

- A) keep accurate records containing all relevant particulars and shall allow the Company to inspect such records; and,
- B) within a period of one month following the expiry of the Period of Insurance, declare to the Company all relevant particulars and any other such information as the Company may require for the purposes of adjusting the Premium;

Subject to the Minimum and Deposit Premium Condition the Premium shall be adjusted by the Company and the difference paid by or allowed to the Insured.

## Policy Exclusions

### 1 Radioactive Contamination

#### A) Employers Liability

The indemnity will not apply to legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
- ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- iii) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;

where such legal liability is:

- a) that of any principal;
- b) accepted under agreement and would not have attached in the absence of such agreement.

#### B) Public/Products Liability

The Company shall not be liable for Damage to any property or any loss or expense resulting or arising therefrom or any consequential loss of whatsoever nature 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 or nuclear fuel;
- ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- iii) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

This exclusion does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

### 2 Biological or Chemical Contamination

It is agreed that regardless of any contributory causes this Policy does not cover any loss destruction damage cost expense or legal liability of whatsoever nature directly or indirectly caused by resulting from or arising out of or in connection with biological or chemical Contamination due to any Act of Terrorism.

If the Company alleges that by reason of this exclusion any loss, destruction, damage, cost, expense or legal liability of whatsoever nature is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

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

For the purpose of this exclusion Contamination shall mean contamination poisoning or



prevention and/or limitation of the use of property due to the effects of chemical and/or biological substances.

### **3 War and Terrorism**

This Policy excludes loss destruction, damage, cost, expense or legal liability of whatsoever nature directly or indirectly caused by, resulting from or arising out of or in connection with any of the following, regardless of any other cause or Event contributing concurrently or in any other sequence to the loss:

- A) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion, revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power;
- B) any Act of Terrorism;
- C) in Northern Ireland civil commotion (other than in respect of legal liability under Liability Insurance if insured);
- D) any action taken in controlling preventing suppressing or in any way relating to A) and/or B) and/or C) above.

If the Company alleges that by reason of this exclusion loss destruction damage cost expense or legal liability of whatsoever nature is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

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

### **4 Illegal Substances**

This Policy excludes any legal liability which is directly or indirectly caused by or arising from or contributed to by the growing, manufacturing, processing or possession of any illegal substances or items of any kind.

### **5 Construction**

This Policy excludes any legal liability which is directly or indirectly caused by or arising from:

- A) demolition unless the Insured's business description includes building contracting activity in the Schedule and such work of demolition forms part of a contract undertaken by the Insured for rebuilding alteration maintenance or repair;
- B) piling, quarrying, sand or gravel getting or the use of explosives;
- C) excavations below three metres in depth;
- D) sub aqua work or water diversion;
- E) the construction, alteration or repair of towers, steeples, chimney, shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams, canals, piers or wharves;
- F) any work in or on petrochemical or gas works, airports, aerodromes, aircraft, watercraft, chemical works, oil refineries, fuel depots, power stations, collieries, mines or Offshore;
- G) the explosion of any steam boiler or steam pressure vessel;
- H) work on railways, tramways and/or cable cars;
- I) carriage of gas, air under pressure or explosives (including fireworks and ammunition);
- J) erection, repair or alteration of any external aerials or satellite dishes.

### **6 Labour Only Subcontractors**

This Policy excludes any legal liability which is directly or indirectly caused by labour only subcontractors who are not under the direct control and supervision of the Insured.

## Liability Insurance

### Section 1 – Employers’ Liability

**THIS INSURANCE IS OPERATIVE ONLY IF SHOWN IN THE SCHEDULE.**

The insurance provided by this section of the Policy is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company’s written approval) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule.

### The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity:

- 1 against legal liability for damages and claimant’s costs and expenses in respect of accidental Injury of any Person Employed caused during the Period of Insurance:

- A) in the Republic of Ireland;  
or
- B) while temporarily outside such territory;

arising out of and in the course of employment by the Insured in the Business.

- 2 in respect of:

- A) the costs of legal representation at any coroner’s inquest or inquiry in respect of any death;
- B) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty, resulting in Injury which may be the subject of indemnity;
- C) all other legal costs and legal expenses in relation to any matter which may be the subject of indemnity;

in connection with any claim under 1 above and incurred with the Company’s prior written approval.

### General Provisions

Provided that in respect of any one Event:

- 1 the total amount payable under this section of the Policy (including all extensions, memoranda and endorsements) shall not exceed the Limit of Indemnity;
- 2 any Insured’s Contribution will be payable before the Company shall be liable to make any payment;
- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which, at the absolute discretion of the Company, the claims arising out of such Event can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof;
- 4 where the Company is liable to indemnify more than one person the total amount payable in respect of damages, costs and expenses shall not exceed the Limit of Indemnity.

## Extensions to Section 1

### 1 Compensation for Court Attendance

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 section the Company will provide compensation to the Insured at the following rates for each day (or part thereof) on which attendance is required:

- |   |      |
|---|------|
| A) any director or partner of the Insured | €750 |
| B) any Employee                           | €500 |

## Exclusions to Section 1

The indemnity will not apply to legal liability:

### 1 Road Traffic Legislation

in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation.

### 2 Fines or Penalties

for:

- A) fines or penalties;
- B) the costs of appeal against any improvement or prohibition notices;
- C) compensation ordered or awarded by a Court of Criminal Jurisdiction;
- D) aggravated exemplary or punitive damages, or damages of like nature, awarded by any court outside the Republic of Ireland.

## Section 2 – Public/Products Liability

THIS INSURANCE IS OPERATIVE ONLY IF SHOWN IN THE SCHEDULE.

### The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity:

- 1 up to the Limit of Indemnity against legal liability for damages and claimant's costs and expenses in respect of:
  - A) accidental Injury of any person;
  - B) accidental loss of or damage to Property;
  - C) nuisance, trespass to land or trespass to goods or interference with any easement, right of air, light, water or way other than legal liability which results from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured, having regard to the nature and circumstances of such act or omission;

happening during the Period of Insurance in connection with the Business.

- 2 in respect of:
  - A) the costs of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity;
  - B) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be the subject of indemnity;
  - C) all other legal costs and legal expenses in relation to any matter which may be the subject of indemnity;

in connection with any claim under 1 above and incurred with the Company's prior written approval.

### General Provisions

Provided that in respect of:

- A) any one Event;
  - B) all Events happening during any Period of Insurance in respect of products supplied;
  - C) all Events considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere;
- 1 the total amount payable by the Company in respect of 1 above and all extensions, memoranda and endorsements shall not exceed the Limit of Indemnity;
  - 2 any Insured's Contribution will be payable before the Company shall be liable to make any payment;
  - 3 the Company may, at its absolute discretion at any time pay the Limit of Indemnity (less any sums already paid as damages) or any lesser amount for which the claims arising out of such Event can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment.
  - 4 where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity;

- 5 in respect of claims happening or where a claim is brought in the United States of America (where Exclusion 13 does not operate), the insurance provided is on an inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's prior written approval) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule.

## Extensions to Section 2

### 1 Cross Liabilities

If the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each:

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity.

### 2 Compensation for Court Attendance

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 section the Company will provide compensation to the Insured at the following rates per day (or part thereof) for each day on which attendance is required:

- |   |      |
|---|------|
| A) any director or partner of the Insured | €750 |
| B) any Employee                           | €500 |

### 3 Contingent Motor Liability

Notwithstanding Exclusion 1A) below the Company will provide indemnity to the Insured against legal liability arising out of the use in the course of the Business by any Employee of any Mechanically Propelled Vehicle not the property of nor provided by, through or via the Insured.

The indemnity will not apply to legal liability:

- A) in respect of loss of or damage to such vehicle or to property conveyed therein;
- B) arising while such vehicle is being driven by the Insured or by any person who, to the Insured's knowledge or the knowledge of a representative of the Insured, does not hold a licence to drive the vehicle;
- C) in respect of which the Insured or Employee is entitled to indemnity under any other insurance;
- D) arising outside the Republic of Ireland.

## Exclusions to Section 2

The indemnity will not apply to legal liability:

### 1 Mechanical Vehicles

arising from or out of the ownership, possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any:

- A) Mechanically Propelled Vehicle other than legal liability arising out of:

- i) the use of plant as a tool of trade on site;
- ii) the use of plant at the premises of the Insured;
- iii) the loading or unloading of any vehicle;

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law.

- B) aircraft or other aerial device;
- C) aero-spatial device;
- D) hovercraft;
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

## 2 Employers' Liability

for injury of any Person Employed arising out of and in the course of employment by the Insured in the Business.

## 3 Property in the Insured's Custody or Control

for or arising from Damage to any Property, which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than:

- A) personal effects of Employee(s), Director(s), partner(s) or visitor(s) including vehicles and their contents;
- B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business;
- C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability:
  - i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement;
  - ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings.

## 4 Pollution or Contamination

caused by or arising out of pollution or contamination unless caused by a Sudden Pollution or Contamination Incident.

## 5 Product Defects and Recall

- A) in respect of loss of or damage to any:

- |   |   |                |
|---|---|----------------|
| <ul style="list-style-type: none"> <li>i) product supplied</li> <li>ii) contract work executed</li> </ul> | } | by the Insured |
|---|---|----------------|

caused by any defect therein or the unsuitability thereof for its intended purpose.

- B) for the costs of recall, removal, repair, alteration, replacement or reinstatement of any:

- |   |   |                |
|---|---|----------------|
| <ul style="list-style-type: none"> <li>i) product supplied</li> <li>ii) contract or contract work executed</li> </ul> | } | by the Insured |
|---|---|----------------|

necessitated by any defect therein or the unsuitability thereof for its intended purpose.

## 6 Professional Risks

arising from or in connection with:

- |  |   |                    |
|--|---|--------------------|
| <ul style="list-style-type: none"> <li>A) advice</li> <li>B) design</li> <li>C) specification</li> </ul> | } | provided for a fee |
|--|---|--------------------|

## 7 Contractual Liability

arising from or in connection with any:

- |  |   |                |
|--|---|----------------|
| <ul style="list-style-type: none"> <li>A) product supplied</li> <li>B) contract or contract work executed</li> </ul> | } | by the Insured |
|--|---|----------------|

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement.

## 8 Disposed Premises

for the costs of remedying:

- A) any defect or alleged defect;
- B) the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials; in premises disposed of by the Insured.

## 9 Fines or Penalties

for:

- A) fines or penalties;
- B) the costs of appeal against any improvement or prohibition notices;
- C) compensation ordered or awarded by a Court of Criminal Jurisdiction;
- D) aggravated exemplary or punitive damages awarded by any court outside the Republic of Ireland.

## 10 Asbestos

for:

- A) Injury or fear of suffering Injury arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials;
- B) the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials;
- C) accidental loss of or Damage to Property arising out of actual or suspected exposure to Asbestos, Asbestos Containing Materials or Asbestos Dust.

## 11 Aircraft Products

arising from Aircraft Products.

## 12 Airside

arising out of work undertaken Airside.

## 13 United States of America

arising from products exported or sent directly or indirectly to; the United States of America or sold in the United States of America.



#### **14 Unoccupied Premises**

in respect of any premises that is Unoccupied, unless within 14 days of becoming aware that the premises is Unoccupied, the Insured or any person or persons acting on their behalf shall:

- A) keep all gas and water mains supplies disconnected until the premises are no longer Unoccupied, and;
- B) keep all electricity mains supplies disconnected (unless to supply an Intruder Alarm System and/or Fire Alarm System) until the premises are no longer Unoccupied and;
- C) keep all outside doors securely locked to prevent unauthorised entry, and;
- D) secure all windows and shutters at all times and all broken or defective windows must be boarded up until replaced, and;
- E) visit the premises at least weekly to physically check the premises internally and externally and to carry out any work necessary to;
  - i) maintain the security arrangements and;
  - ii) maintain the premises in sound condition;
 with a register of these visits to be kept by the Insured or their representative for periodic inspection by the Company and;
- F) remove all trade waste from the premises, and;
- G) remove all combustible material from the premises, and;
- H) seal all letter boxes or other openings;

except as otherwise agreed in writing by the Company.

#### **15 Insured's Contribution**

the first €1,000 of each Event in respect of loss of or damage to property arising from work away from the Insured's premises.

#### **16 Electronic Data**

in respect of any mental injury arising from:

- A) loss, destruction or corruption of Electronic Data;
- B) appropriation transmission, use, access to storage or modification of Electronic Data;
- C) the reduction in or loss of ability to use, access, process, transmit, modify or store Electronic Data;
- D) misinterpretation or misuse of Electronic Data.

## Additional Information

(not forming part of your contract)

## RSA Data Protection Notice

At RSA we are committed to ensuring that your personal data is protected. To keep you informed, we have created a Data Protection Notice which explains how we use any personal data we collect about you and how you can exercise your data protection rights. A copy of this Data Protection Notice can be found in the Terms of Business which is issued in conjunction with the policy document and also included within renewal documentation. The Data Protection Notice may be updated from time to time. It can be accessed at; [www.rsagroup.ie](http://www.rsagroup.ie).

## Customer Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint please contact your Insurance Broker or our Customer Service team at:

RSA Insured Ireland DAC,  
RSA House,  
Dundrum Town Centre,  
Sandyford Road,  
Dublin 16,  
D16 FC92.

Telephone: 01 290 1000 / Outside Ireland 00353 1 290 1000

Email: [complaints@ie.rsagroup.com](mailto:complaints@ie.rsagroup.com)

In the event of your complaint not being resolved to your satisfaction you may contact:

The Insurance Information Service, Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8	Telephone: (01) 6761820  Email: <a href="mailto:feedback@insuranceireland.eu">feedback@insuranceireland.eu</a>
<b>or</b>	
The Financial Services and Pension Ombudsman (FSPO), 3 <sup>rd</sup> Floor Lincoln House, Lincoln Place, Dublin 2, D02 VH29	Telephone: +353 567 7000  Email: <a href="mailto:info@fspoi.ie">info@fspoi.ie</a>

You may appeal a Financial Services and Pension Ombudsman finding to the High Court. We will not bear the cost of any appeal you bring.



RSA House  
Dundrum Town Centre  
Sandyford Road  
Dundrum  
Dublin 16

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC).

RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.