

Optis Combined Liability Insurance Policy



Useful phone numbers

Claims

If **you** want to make a claim, please phone this number day or night.

+353 (1) 858 3233

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Welcome to your Optis Combined Liability policy

Thank **you** for choosing Optis.

This is **your policy** document. It is the contract that **we** have made with each other. We appreciate insurance can be a complicated business so **we** have designed the layout to make it as easy as possible to follow.

Please read it carefully and if **you** have any questions, please contact Optis.

Your Policy

Your policy

Welcome to **your** Optis Combined Liability **policy** and thank **you** for choosing Optis.

The information **you** have given forms part of the contract of insurance with **us**. **Your policy, policy** schedule and endorsements are evidence of that contract. **You** should read these carefully and keep them in a safe place.

In return for having accepted **your** premium **we** will provide insurance as described in the following pages of **your policy**.

Your policy wording is divided into a number of sections and must be read together with **your policy** schedule. Where a section does not apply **your policy** schedule will state that cover is 'Not Insured'

On behalf of AXA Insurance dac



Phil Bradley, Chief Executive,
AXA Insurance dac

Registered number 136155. Registered office
Wolfe Tone House, Wolfe Tone Street, Dublin 1

Important

We recommend **you** read this **policy** with **your policy** schedule to make sure that it meets **your** needs. If **you** have any questions please contact **us**.

Please read the complaints procedure in the Caring For **You** section.

We have designed **your policy** booklet to help **you** understand the cover provided. **You** will find the following headings on many pages:

What is covered

Under this heading **we** give detailed information on the insurance provided and this must be read with '**What is not covered**' at all times.

What is not covered

Under this heading **we** draw **your** attention to what is not included in **your policy**.

The law that applies to this policy

This **policy** shall be governed by and construed in accordance with the laws of The Republic of Ireland.

Meanings of Defined Terms

These definitions apply throughout the **policy** booklet.

Where **we** explain what a word means that word will be highlighted in bold print and will have the same meaning wherever it is used in the **policy**.

The definitions are listed alphabetically:

Asbestos

Asbestos or **asbestos** fibres or derivatives of **asbestos** or any material containing **asbestos**.

Claims costs

1. All costs and expenses incurred by us or by **you** with our written permission in connection with the investigation defence or settlement of any claim against **you** which this **policy** covers.
2. If the following people attend court in connection with a claim **we** will also pay compensation to **you** at the following daily rates for each day attendance is requested:
 - a) any partner principal or director
€250
 - b) any employed person
€150

Employed person(s)

Any person while working for **you** in connection with the **business**:

1. under a contract of service or apprenticeship with **you**
2. who is hired or lent to **you** or borrowed by **you**
3. under a work experience training scheme

4. supplied to **you** or employed by **you** for labour only

5. who is self-employed and working under **your** control or supervision

6. on a voluntary basis

Event

Any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause.

Excess

First amount of a claim or claims, for which **you** are responsible.

Injury

Death, bodily **injury**, illness or disease.

Offshore

On or working from or travelling by sea or air to from or between an **offshore** rig platform or similar **offshore** installation.

Pollution or contamination

Pollution or contamination of buildings or other structures or of water land or the atmosphere. Loss damage or **injury** directly or indirectly caused by such **pollution or contamination**.

Territorial limits

Anywhere within the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man other than **offshore**.

The business

Business, described in **your** schedule including

- 1 providing and managing amenities for the benefit and welfare of **employed persons**
- 2 repairing, maintaining and decorating property or premises owned, leased, hired or rented by the **business**
- 3 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
- 4 maintaining and repairing vehicles and machinery owned, leased, hired or rented by the **business**
- 5 private work **you** allow any **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 6 the sale or disposal of **business** assets.

We / us / our

AXA Insurance dac or the broker acting on **our** behalf.

You / your / yourself

Person(s), firm, company or organisation shown in **your** schedule as the insured.

Policy

Policy, schedule, statement of fact and any endorsements attached or issued.

Period of insurance

Period from the start date to the expiry date, shown in **your** schedule.

General Conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

1. Cancel **your policy**
2. Declare **your policy** void (treating **your policy** as if it had never existed)
3. Change the terms of **your policy**
4. Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Where **your policy** contains conditions that specify circumstances whereby non-compliance at the time of loss will mean that **you** will not receive payment for a claim, **you** will be covered, and **we** will pay **your** claim if the non-compliance with that condition could not have increased the risk of the loss which actually occurred in the circumstance in which it occurred.

Business Failure

This **policy** will automatically cease if the **Business** is wound up, carried on by a liquidator or receiver, or permanently discontinued.

Change in risk condition

You must tell **us** as soon as possible during the **period of insurance** of any change to the **business** in the person, firm, company or organisation shown in **your** schedule as the insured to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

Any change that was not within the reasonable scope of the agreed **business** may not be accepted by **us** and claims may not be paid. In this case **your policy** will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

We do not have to accept any request to vary **your policy** if it is deemed to change the scope of the agreed contract. If **you** wish to make any alteration to **your policy** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

Claims procedure

- a) **You** must give **us** notice as soon as practical of any **event** which might lead to a claim under this **policy**. **You** must give **us** all the information **we** need and send **us** every letter writ summons or other document. **You** must tell **us** about any prosecution inquest or fatal accident inquiry or dispute for referral to adjudication in connection with any **event** for which there may be liability under this **policy**.
- b) **You** must not admit liability or agree to accept the decision of any adjudication without **our** written permission. **We** will be entitled to take over and carry out in **your** name the defence or settlement of any claim and to prosecute at **our** own expense and for **our** own benefit any claim for indemnity or compensation against anyone else.

Reasonable precautions

You must take reasonable steps to

1. prevent or protect against **injury**, loss or damage
2. keep anything insured in good condition and in full working order
3. remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your** premises or activities of **your business** to carry out inspection or survey. **You** must comply with any risk improvements that **we** ask for, within a reasonable period of time, advised by **us**.

Basis of Rating

The premium is based on the total number of people shown in **your policy** schedule. **You** must advise **us** either during the **period of insurance** or at the year end declaration if this number changes and pay any additional premium that may be due.

Fraud condition

You and anyone acting for **you** must not act in a fraudulent way. If **you** or anyone acting for **you**:

1. knowingly makes a fraudulent or exaggerated claim under **your policy**;
2. knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
3. knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine);

we will:

- a) refuse to pay the claim;
- b) declare the **policy** void, treating it as if it had never existed without any refund of premiums. **We** may also inform An Garda Síochána of the circumstances.

Cancellation condition

You can cancel the **policy** within fourteen working days of the date of the first **period of insurance** which is the “cooling off period”.

If **you** cancel during the cooling off period, **You** will be entitled to a full return of the premium paid provided:

- 1 no claims made under the **policy** where **we** have made a payment
- 2 no claims made under the **Policy** that are still under consideration.
- 3 no incidents likely to give rise to a claim but not yet reported to **us**.

You may also cancel **your policy** at any other time during the **period of insurance**. **We** will refund part of the premium paid, proportionate to the unexpired **period of insurance**.

- 1 **We** can cancel **your policy** at any time during the **period of insurance** by giving 14 days written notice to **your** last known address. Where **your policy** is cancelled in accordance with either of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.
- 2 **We** can cancel **your policy** immediately, without giving **you** notice, if the premium has not been paid. If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance**, the annual premium remains due in full.

We will only refund premium provided that no claim has been paid or is outstanding in the current **period of insurance**.

Cancellation of this **policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation. **We** do not have to offer renewal of **your policy** and cover will cease on the expiry date.

Arbitration condition

If there is a dispute, controversy or claim between **you** and **us** under this **policy** in respect of

- 1 the interpretation or application of any provision of the contract of insurance
- 2 **our** liability under the contract of insurance to make a payment in respect of a claim made by **you**
- 3 the amount (if any) **we** offer to pay in respect of claim or
- 4 any other matter relating to the contract of insurance.

such dispute controversy or claim shall within 12 months of the dispute, controversy or claim arising be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions. If **you** and **us** cannot agree upon the joint appointment of an arbitrator, the President of the Incorporated Law Society of Ireland will make a decision upon the identity of the arbitrator and that decision will be final and binding on both parties.

If the dispute, controversy or claim is not referred to arbitration within 12 months **we** will assume **you** have abandoned the dispute, controversy or claim.

Claims notification condition

You must

- 1 as soon as practical
 - a) give **us** notice of any circumstances which might lead to a claim under this **policy**
 - b) give **us** all the information **we** request
- 2 as soon as practical
 - a) on receipt send **us** every letter, court order, summons or other legal document served upon **you**
 - b) tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication

or court proceedings in connection with any potential claim under this **policy**

- c) notify An Garda Siochana of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

We will not pay **your** claim where **you** have not complied with this condition.

Contractual duties and proportionate remedies

You have a duty prior to the start of **your policy**, prior to any variation made during the **period of insurance** and prior to each renewal, to respond to all questions posed by **us** with complete honesty and with reasonable care.

If **you** respond to the questions posed by **us** in a negligent manner, without complete honesty and/or reasonable care, then **we** can elect one of the following remedies:

- a) **we** will avoid the contract and refuse all claims, if **we** would not have entered into this contract based on honest and accurate information. **We** will return any premium paid; or
- b) **we** will treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** responded honestly to the questions posed to **you**; or
- c) **we** will reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** responded honestly to questions posed to **you** and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable.

If **you** have fraudulently responded to any of **our** questions or have been involved in any fraudulent activity, relative to this contract, **we** will void this contract from the start of the **policy**. If there is an active claim, this too will be avoided.

Other insurance

If a claim is made under this **policy** and there is other insurance cover for which **you** are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

- 1 a proportionate share of the claim
or
- 2 an amount beyond that which is or would be payable under the other **policy**.

Bona Fide Sub-Contractors

You must ensure that all Sub-contractors engaged by the **You** to perform work for **you** or on **your** behalf shall have and maintain Employers and Public/Products Liability Insurance in respect of their liability for bodily **injury** loss of or damage to property and

- (a) **You** obtain confirmation that such bona fide subcontractor has in force and effect policies covering Employers Liability with an indemnity limit not less than €13,000,000 any one occurrence and Public/Products liability with an indemnity not less than the Limit of Indemnity applicable to this **policy** in respect of any one claim or series of claims arising out of one cause or €6,500,000, whichever is the lesser amount.
- (b) The insurance covers are extended to indemnify the Insured as Principal against all liability arising from the negligence of the Sub-contractor

Only where **we** have identified and charged a separate premium for bona fide subcontractors **we** will indemnify **you** under this **policy** for the vicarious liability of any such bona fide subcontractor provided that **you** have complied with conditions a) and b) above.

For the purpose of this condition 'bona fide subcontractor' shall mean any company or firm or individual who enters into a contract with **you** for the provision of services or the supply of goods or materials in conjunction with labour but this shall not include any firm or individual who enters into a contract of service with **you** for supply of labour only.

Sanctions condition

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf the defence or settlement of any claim steps to enforce rights against any other party before or after payment is made by **us**.

Law Applicable

This **policy** shall be governed by and construed in accordance with the laws of the Republic of Ireland.

Standard Height / Depth Limit

The maximum height at which work is undertaken does not exceed 15 metres above the ground and no excavation will exceed 3 metres in depth

General Policy

Exclusions

Your policy is subject to exclusions and these tell **you** what is not covered.

General exclusions are set out below and apply throughout **your policy** under more than one section of cover.

Where exclusions apply to one specific section of **your policy** they are stated in 'What is not covered' under that section.

Additionally exclusions may be applied by endorsement and if so they will be stated in **your policy** schedule.

General exclusions

We will not pay for:

1. War and Nuclear Risks

Loss or destruction of or **damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or arising from

- 1 i** ionising radiation 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

regardless of any other cause contributing concurrently or in any other sequence to the loss.

An exclusion applies in respect of all property, on any site used or having been used for

- (a)** The generation of nuclear energy; or
 - (b)** The production, use or storage of nuclear material
- 2** war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power regardless of any other cause contributing concurrently or in any other sequence to the loss.

2. Date recognition

Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip microprocessor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

- (i) correctly to recognise any date as its true calendar date
- (ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date .

3. Terrorism

Loss damage cost or expense of any nature (except so far as is necessary to meet the requirements of the Road Traffic Legislation) directly or indirectly caused by resulting from or in connection with:

Any act of Terrorism regardless of any other cause or **event** contributing concurrently or in any other sequence to the loss

Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If **we** allege that by reason of this Exception any loss damage cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**. In the **event** any portion of this Exception is found to be invalid or unenforceable the remainder shall remain in full force and effect

Definition – Terrorism

For the purpose of this Exception an act of Terrorism shall mean an act including but not limited to the use of force or violence or damage to property and or threat thereof by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto), to intimidate and/or put the public or any section of the public in fear, create a health and safety risk to the public or any section of the public

4. Firearms

Injury or loss or damage arising from **your** ownership possession or use of any firearm or sporting gun.

5. Fraud and dishonesty

Damage which results from acts of fraud or dishonesty by **you**, **your** employed person or any other person who is responsible for the property or results from voluntarily parting with title or possession of any property as a result of a fraudulent scheme, trick, device or false claim.

6. Electronic risks exclusion

Notwithstanding any provision to the contrary within this **policy**, **we** will not cover **you** for any liability, loss, damage, claim, cost or expense or losses of whatsoever nature directly or indirectly caused by or contributed to by or arising out of or occasioned by or resulting from or connected with:

1. Damage to or the destruction of or loss of use of or reduction in functionality of any **computer systems**; or
2. any alteration, modification, distortion, erasure, access to, acquisition, removal, exfiltration, loss, corruption or loss of use or reduction in functionality of **electronic data**.

In each case whether **your** property or not, where any circumstance as set out in 1 and/ or 2 above is directly or indirectly caused by or contributed to by or arises out of or is occasioned by or results from or is connected with a **virus or similar mechanism** or **hacking** or **phishing** or a **denial of service attack**, or the threat of, or hoax in relation to, any of those perils, regardless of any other cause or **event** contributing concurrently or in any other sequence thereto.

We will also not cover **you** for any liability, loss, damage, claim, cost or expense or losses of whatsoever nature directly or indirectly caused by or contributed to by or arising out of or occasioned by or resulting from or connected with:

- (i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems** or **electronic data**; 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 systems** and/or **electronic data**.
- (iii) any unauthorised, malicious or criminal act or series of related unauthorised, malicious and 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 systems and/or electronic data.

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

This exclusion is not applicable to claims under the Employer's Liability section of this **policy**.

Additional definitions are:

Computer Systems

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

Damage

Accidental physical loss, destruction or damage.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. Denial of service attacks include, but are not limited to, the generation of **excess** traffic into network addresses, the exploitation of system or network weaknesses, the generation of **excess** or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Electronic Data

Electronic data shall mean 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 programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Hacking

Unauthorised access to any **computer systems** or **electronic data**, whether **your** property or not.

Phishing

Any access or attempted access to **electronic data** made by means of misrepresentation or deception.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, data or operations, whether involving self-replication or not. The meaning of **virus or similar mechanism** includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

7. Requisition or Confiscation of Property

Loss or damage occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority.

8. Hazardous locations

We will not cover legal liability arising in connection with work undertaken in or on:

- a) aircraft, watercraft, ships or vessels
- b) airport or aerodrome runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access, helipads or landing strips
- c) railways, tramways or railways and tramways installations
- d) jetties, piers, dry docks, docks, harbours, quays, wharves or in ship-building, ship-repairing and ship-breaking yards, other than yachts and small pleasure craft yards
- e) underground and underwater mines, quarries or collieries
- f) chemical or petro-chemical works oil refineries gas works or fuel storage facilities
- g) power stations or nuclear plant
- h) towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, tunnels, flyovers, motorways or collieries
- i) amusement parks, fairs or circuses
- j) offshore rig platform or similar offshore installation including Dams, Cofferdams and aqueducts
- k) hovercraft or air cushioned vehicles

9. Hazardous Activities

We will not cover legal liability arising in connection with work involving the following activities:

- 1. provision of products for or services relating to railway or tramway vehicles or carriages other than miniature, small gauge or Restoration line railways
- 2. any work of demolition except demolition solely undertaken with hand held tools and for structures not exceeding five metres in height by **your employees** when such work forms an ancillary part of a contract for construction, alteration or repair carried out by **you**
- 3. the construction, alteration or repair of towers, steeples, chimney shafts, viaducts, bridges, docks or tunnels
- 4. piling or the use of explosives for any purpose
- 5. Work at or supply of services to amusement parks, fairs or circuses
- 6. Works at dry docks, docks, quays, wharves or in ship-building, ship-repairing and ship-breaking yards, other than yachts and small pleasure craft yards
- 7. manufacture, supply, storage, filling, breaking down, transport of fireworks, ammunition, fuses, cartridges, powder, nitro-glycerine or any weapons or explosives
- 8. Work in underground and underwater mines or any underground services in connection therewith
- 9. Tunnelling or any excavation work in connection therewith
- 10. construction or maintenance of dams (and coffer dams) or dykes or any underwater construction and/or other underwater work
- 11. manufacture of tobacco or products including tobacco, e-cigarettes, vapes or the manufacture or distribution of cannabis products inclusive but not limited to Hemp or Marijuana product or part product(s)

12. manufacture of automobiles and/or motorcycles and/or products knowingly sold, altered, serviced, processed or tested for use in or on any automobiles and/or motorcycles and which are critical to the safety of the vehicle or Lithium-ion battery manufacture or Tyre Manufacture
13. manufacture or importation of: (i) Chemicals / petrochemicals of an explosive or toxic nature. (ii) Fertilisers, pesticides or fungicides
14. Manufacturing, importing or mixing of animal feeds
15. Supply of goods for use in the pharmaceutical, nuclear, aircraft or marine industries
16. Blood or blood product manufacture, supply or distribution, blood banks and blood donation facilities. (Blood and blood products include blood preparations, sera, plasma and whole blood to the extent that they are derived from human blood and are intended for use as a drug)
17. Coal Mining or Coal based energy production
18. Private Military services or transport of arms
19. Animal Testing
20. Logging at World Heritage sites, Oil sands production and oil sands related pipelines or Arctic oil drilling
21. National Emergency response services
22. The operation of utility companies or distribution of Water, Gas, Electricity or Telecommunication services
23. Water diversions, flood protection, river or sea defence work.
24. Ground stabilisation, underpinning or dewatering
25. The use of slings or cradles to move/carry people
26. Roofing & scaffolding
27. Tree felling and/or lopping other than the pruning of trees from ground level only

SECTION 1

Public & Products Liability

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What is covered

1. Legal liability and claims costs

We will pay up to the limit of indemnity if **you** become legally liable to pay damages and or claimants costs and expenses in respect of accidental:

- a) **injury** to any person
- b) loss of or damage to material property
- c) obstruction trespass nuisance or interference with any right of way air light or water
- d) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy

occurring within the **territorial limits** during the **period of insurance** in connection with **the business** including legal liability caused by the nature or condition of anything supplied by **you** in the course of the **business**.

We will also pay **claims costs**.

2. Safety legislation costs

We will cover **you** and if **you** ask any director or partner of **yours** or any **employed persons** against costs and expenses **we** approve and costs awarded against **you** or any director or partner of **yours** or **employed persons** arising in connection with a prosecution (including appealing against any judgement given) brought for breach of

- i) the Safety Health and Welfare at Work Act 2005
- ii) Consumer Information Act 1978
- iii) the Food Safety Authority of Ireland Act 1998

We will not cover proceedings:

- a) as a result of a deliberate act or failure

- b) unless arising from an incident which happens during the **period of insurance** in the course of **the business** and which directly relates to a claim or potential claim under this section.
- c) from outside the **territorial limits**

We will not cover fines and penalties.

3. Manslaughter costs

We will cover **you** and if **you** ask any director or partner of **yours** or any **employed persons** against

- a) legal costs and expenses **we** approve in
 - i) the course of an investigation leading to the offence of
 - ii) defending the Insured against criminal proceedings in connection with a charge of
 - iii) an appeal against any conviction resulting from a prosecution for

manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the **period of insurance** which may be the subject of indemnity under the **policy**

- b) prosecution costs awarded as a result of any conviction for such an offence

The maximum amount **we** will pay in total during any one **period of insurance** is €250,000.

We will not pay

- i) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by **us**
- ii) fines or penalties or the cost of implementing any remedial order or publicity order
- iii) costs and expenses of an appeal unless advice has been obtained from a Senior Counsel that such appeal has strong prospect of success
- iv) costs and expenses of an appeal against any fine penalty remedial order or publicity order
- v) costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order

- vi) costs and expenses insured by any other **policy**
- vii) costs and expenses of any investigation or prosecution brought other than under the laws of the Republic of Ireland.

4. Additional persons

If **you** ask **we** will also provide cover for:

- a) i) any director or partner of **yours**
- ii) any **employed persons**

against legal liability which **you** would have been entitled to be covered for under this section if the claim had been made against **you**

- b) i) any officer or member of **your** sports social educational or welfare organisations set up for the benefit of **employed persons**
- ii) anyone authorised by **you** to provide first aid ambulance fire or security services

against legal liability arising from providing such services or facilities

- c) any director partner or senior official in respect of private work undertaken by **employed persons** with **your** consent
- d) any director or partner of **yours** or any **employed person** or their spouse or civil partner against legal liability incurred in a personal capacity in connection with a temporary visit outside the **territorial limits** other than legal liability arising out of the ownership or occupation of land or building
- e) anyone for whom **you** are carrying out a contract in respect of legal liability arising out of the performance by **you** of the contract but only to the extent agreed under the contract
- f) legal personal representatives in the **event** of the death of any person entitled to indemnity under this section but only in respect of liability incurred by such deceased person

We will only provide cover if:

- i) each person who is covered under this section keeps to the terms exclusions and conditions

- ii) **we** have control of all claims

If **we** have to provide cover for more than one person **we** will not pay more than the limit of indemnity.

Limit of indemnity:

The amount of the limit of indemnity is set out in **your policy** schedule.

- a) This is the maximum amount **we** will pay in respect of any one **event**.
- b) **We** will pay **claim costs** in addition to the limit of indemnity
- c) The cover will apply to each Insured named in the schedule as if a separate **policy** had been issued to each. If **we** cover more than one Insured **our** liability will not be more than the limit of indemnity
- d) **We** may at any time pay the limit of indemnity (after taking off any amount or amounts already paid) or any lesser amount for which a claim or claims can be settled. **We** will have no further liability in respect of such claim or claims except for **claims costs** incurred before the date of payment
- e) **We** will treat the limit of indemnity as the maximum total limit for all claims and **claims costs** during the **period of insurance** in connection with **pollution or contamination**. Upon paying the limit of indemnity in respect of one or more such claims **we** will have no further liability in respect of **pollution or contamination** during the **period of insurance**.
- f) **We** will treat the limit of indemnity as the maximum total limit for all claims and **claims costs** during the **period of insurance** in connection with the legal liability caused by the nature or condition of anything supplied by **you** in the course of the **business**. Upon paying the limit of indemnity in respect of one or more such claims **we** will have no further liability in respect of liability caused by the nature or condition of anything supplied by **you** during the **period of insurance**.

x What is not covered

We will not pay for:

1. Excess

the **excess** shown in **your policy** schedule for loss of or damage to property.

2. Injury to employed persons

injury sustained by any **employed persons** arising out of and in the course of their employment with **you**.

3. Liability arising outside the territorial limits

We will not cover legal liability arising out of manual work undertaken by **you** or on **your** behalf outside the **territorial limits**, except where temporary work is undertaken within the European Union, by persons ordinarily resident within the **policy** territories, for a period or periods of up to 180 days in total, during any one **period of insurance**.

4. Liability arising offshore

legal liability arising in connection with any person while **offshore**.

5. Property under your control

loss or damage to property owned by **you** or which is held in **your** care custody or control.

This exclusion does not apply to:

- a) premises which are leased let rented hired or lent to **you** as long as a tenancy or other agreement does not
 - i) give rise to legal liability that would not have attached in the absence of such agreement
 - ii) say that loss or damage must be insured under a property insurance **policy** arranged by **you** or on **your** behalf
- b) premises including contents which are not owned or rented by **you** where **you** are temporarily carrying out work in connection with **the business**
- c) **employed persons** or visitors vehicles or effects while on **your** premises

6. Aircraft and watercraft

legal liability arising from **you** owning possessing or using any:

- a) aircraft
- b) watercraft or hovercraft (other than watercraft not exceeding 8 metres in length or any hand propelled boat or pontoon)

7. Motor vehicles

legal liability arising from any mechanically propelled vehicles or trailers attached to them:

- a) in circumstances where it is compulsory that **you** have insurance or security under Road Traffic Act legislation or where insurance is provided by another **policy**
- b) whilst taking part in competitive sport or trials or tests
- c) outside the **territorial limits**

8. Damage to works/rectification of defects

- a) loss of or damage to goods or materials supplied or for use by **you** or which form part of work that **you** are carrying out or have completed. This exclusion will not apply to goods or materials forming part of work completed by **you** under a separate previous contract
- b) the cost or value of any defective harmful or unsuitable goods materials or work supplied used or undertaken
- c) expenditure incurred by anyone in
 - i) investigating or providing a remedy for
 - ii) removing reinstating replacing reapplying or rectifying

any defective harmful or unsuitable goods materials or work supplied used or undertaken

9. Recall/refunds

loss or expenditure incurred by anyone in recalling modifying disposing of or making a refund in respect of goods or materials supplied or used.

10. Design and advice

legal liability arising from advice instruction consultancy design formula specification inspection certification or testing undertaken or given for a fee.

11. Pollution and contamination

legal liability arising from **pollution or contamination** other than caused by a sudden and unexpected incident which takes place at a specific time and place during the **period of insurance**. All **pollution or contamination** which arises out of one incident will be considered to have happened at the time the incident takes place.

12. Asbestos

legal liability in any way arising from or contributed to by:

- a) inhalation or ingestion of **asbestos**
- b) exposure to or fear of the consequences of exposure to **asbestos**
- c) the presence of **asbestos** in any property or on land
- d) investigating managing removing controlling or remediation of **asbestos**

13. Liability under agreement

legal liability assumed under agreement

14. Fines and penalties

liquidated damages fines or penalties.

15. Property Used Elsewhere

- a) **We** shall not be liable for **Injury** loss or damage arising from the use of land or buildings owned or rented by **You** and not forming part of the Premises as described in the Schedule.
- b) **We** shall not be liable for **Injury** loss or damage arising from any premises owned or **business** conducted from outside the Republic of Ireland.

16. Overseas establishment

We shall not be liable for claims caused by or arising from any associated or subsidiary company of **yours**, or any of **your** branch offices,

or any representative of **yours** with power of attorney, registered, having premises or resident outside the **territorial limits**.

17. North America exclusion

We will not cover claims caused by or arising from

1. any products, which to your knowledge, are for export, either directly or indirectly to the United States of America or Canada
2. services in the United States of America or Canada
3. pollution or contamination of the atmosphere, land or water or any building(s) or structure, or any environmental damage or impairment in the United States of America or Canada.

18. Pharmaceutical drugs exclusion

We will not be liable in respect of any claim arising out of or in connection with the provision and/or administration of drugs and/or pharmaceuticals of any nature

Fire precautions condition

If blow lamps blow torches flame guns or hot-air guns are used away from **your** premises the precautions below must be followed at all times:

1. The area in which work is to be carried out must be examined and combustible property must be removed or covered by non-combustible materials
2. Suitable fire-extinguishing equipment must be available for immediate use at the point of work or as near as practical
3. Blow lamps blow torches and flame guns must not be lighted until they are required for use and must be put out as soon as they have been used
4. Lighted blow lamps blow torches and flame guns must not be left unattended
5. Hot-air guns must be switched off when unattended
6. When each period of work has been completed a thorough fire-safety check must be carried out. The fire-safety check must be carried out regularly for a period of at least one hour after the work has been completed

If electric oxyacetylene or other welding or cutting equipment or angle grinders are used away from **your** premises the precautions below must be followed at all times:

1. The area in which the work is to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition must be inspected to see whether combustible property other than the property to be worked on is in danger of catching fire.
2. All combustible property must be removed to at least six metres from the point of work. Property which cannot be moved must be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection.
3. A person who is trained in how to use fire-extinguishing equipment must work with the person using the lighted flame equipment to act as a firewatcher. They must stay in the area until the lighted flame equipment is switched off.
4. Suitable fire-extinguishing equipment must be made available for immediate use at the point of work.
5. Gas cylinders that are not being used must be kept outside the building in which the work is taking place where practical but in any **event** at least 15 metres from the source of the heat.
6. When each period of work has been completed a thorough fire-safety check must be carried out in all areas referred to in Point 1 above. The fire-safety check must be carried out regularly for a period of at least one hour after the work has been completed.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Hot work away - inner limit

The maximum amount payable in respect of any claim arising from the use of Hot Work away from **your** own premises premises is €1,300,000 any one claim. Hot Work is defined as 'Any work that requires, uses or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials'

SECTION 2

Employers' Liability

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✓ What is covered

1. Legal liability and claims costs

We will pay up to the limit of indemnity if **you** become legally liable to pay damages and/or claimants costs and expenses together with **claims costs** in respect of **injury** to any **employed person** normally resident in the Republic of Ireland caused within the **territorial limits** during the **period of insurance** in connection with **the business**.

2. Safety legislation costs

We will cover **you** and if **you** ask any director or partner of **yours** or any **employed persons** against costs and expenses **we** approve and costs awarded against **you** or any director or partner of **yours** or **employed persons** arising in connection with prosecution (including appealing against any judgement given) brought for breach of the Safety Health and Welfare at Work Act 2005

We will not cover proceedings:

- a) as a result of a deliberate act or failure
- b) unless arising from an incident which happens during the **period of insurance** in the course of **the business** and which directly relates to a claim or potential claim under this section
- c) from outside the **territorial limits**

We will not cover fines and penalties.

3. Manslaughter costs

We will cover **you** and if **you** ask any director or partner of **yours** or any **employed persons** against

- a) legal costs and expenses **we** approve in
 - i) the course of an investigation leading to the offence of

- ii) defending the Insured against criminal proceedings in connection with a charge of
- iii) an appeal against any conviction resulting from a prosecution for

manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the **period of insurance** which may be the subject of indemnity under the **policy**

- b) prosecution costs awarded as a result of any conviction for such an offence

The maximum amount **we** will pay in total during any one **period of insurance** is €250,000

We will not pay

- i) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by **us**
- ii) fines or penalties or the cost of implementing any remedial order or publicity order
- iii) costs and expenses of an appeal unless advice has been obtained from a Senior Counsel that such appeal has strong prospect of success
- iv) costs and expenses of an appeal against any fine penalty remedial order or publicity order
- v) costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- vi) costs and expenses insured by any other **policy**
- vii) costs and expenses of any investigation or prosecution brought other than under the laws of the Republic of Ireland.

4. Additional persons insured

If **you** ask **we** will also provide cover for:

- a) i) any director or partner of **yours**
- ii) any **employed persons**

against legal liability which **you** would have been entitled to be covered for under this

section if the claim had been made against **you**

- b) i) any officer or member of **your** sports social educational or welfare organisations set up for the benefit of **employed persons**
- ii) anyone authorised by **you** to provide first aid ambulance fire or security services

against legal liability arising from providing such services or facilities

- c) any director partner or senior official in respect of private work undertaken by **employed persons** with **your** consent
- d) anyone who **you** are carrying out a contract for in respect of legal liability arising out of the performance by **you** of the contract but only to the extent agreed under the contract.
- e) legal personal representatives in the **event** of the death of any person entitled to indemnity under this section but only in respect of liability incurred by such deceased person

We will only provide cover if:

- i) each person who is covered under this section keeps to the terms exclusions and conditions
- ii) **we** have control of all claims

If **we** have to provide cover for more than one person **our** liability for any one **event** will not be more than the limit of indemnity specified in the **policy** schedule.

5. Injury to working partners

If **you** are a working partner the cover will apply as though **you were** an **employed person** as long as:

- a) **injury** is sustained while **you** are working in connection with **the business**
- b) **injury** is caused by another partner or **employed person** while working in connection with **the business**
- c) **you** have a valid right of action for negligence against the other partner or **employed person**

Limit of indemnity:

The amount of the limit of indemnity is set out in **your policy** schedule:

this is the maximum **we** will pay in respect of any one **event** inclusive of **claims costs**

x What is not covered

We will not pay for:

1. Road Traffic Act legislation

legal liability in respect of **injury** to any **employed person** when they are carried in or on or getting into or out of a vehicle where compulsory insurance or security is needed under Road Traffic Act legislation.

2. Liability arising outside the territorial limits

legal liability in respect of **injury** to any **employed person** arising outside the **territorial limits** except in respect of temporary visits elsewhere undertaken by any **employed person** normally resident within the **territorial limits**.

3. Liability arising offshore

legal liability in respect of **injury** to any **employed person** arising while **offshore**.

4. Health and Risk Assessment

We shall not be liable for any claim in respect of **Injury** to any **employed person** under this section unless a written Safety Statement (incorporating Risk Assessment) is in place based on the identification of hazards and assessment of risks in the workplace.

Employers Liability Section Conditions:

Personal Protective Equipment Condition

You must ensure that

- a) employed person** wear appropriate personal protective equipment when engaged in work where the need for such equipment has been identified.
- b) all** personal protective equipment is regularly maintained, kept in good condition and available to **employed person** whenever required.

Caring For You

There may be times when **you** feel **you** do not receive the service **you** expect from **us**.
In these circumstances, we have a complaints process to help you.

For a complaint related to **your** policy or service, contact Optis Insurance on 046 948 1667.

If **your** complaint cannot be resolved, **you** can contact the Optis Customer Care team on 046 948 1667 or;

email: complaints@optis.ie; or

write to: Optis Insurance, Customer Care Department, Unit 1
Knightsbrook, Knightsbook Square, Trim, Co. Meath, C15 AN81.

For a complaint about **your** claim, contact AXA's claims action line on 0818 7 365 24.

If Axa cannot resolve the complaint regarding your claim, **you** can contact Axa's Customer Care Department on 0818 505505 or:

email: axacustomercare@axa.ie; or

write to AXA Insurance, Customer Care, Freepost, Dublin 1.

If **you** are unhappy with the way **your** complaint has been dealt with, **you** may be able to refer to:

Financial Services and Pensions Ombudsman Office, Lincoln House, Lincoln Place,
Dublin 2, D02 VH29

Phone: +3531 567 700

Email: info@fspo.ie

Website: www.fspo.ie

Our promise to you

- ▶ You will receive a reply to your complaint within five days.
- ▶ Your complaint will be investigated.
- ▶ You will be kept informed of progress.
- ▶ We will do everything possible to resolve your claim.
- ▶ Your feedback will be used to improve our service.

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Notes

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We're here to help.

If **you** have any questions please contact Optis

For help with claims, ring us on

0818 7 365 24

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