



Employers Liability Policy Document

For

Policy No:

Signed for and on behalf of The Company

A handwritten signature in black ink, appearing to be 'S. Ogden', written over a horizontal line.

Stephanie Ogden
Authorised Representative
HDI Global SE - Ireland
Hampton House
27 Mount Street Lower
Dublin 2
D02 FC43

The Policy Schedule and Endorsements should be read as if they are one document

Any reference to singular will include the plural and vice versa

Any reference to any statute or statutory instrument will include any modification re-enactment thereto

Any heading in this Policy is for the ease of reference only and does not affect its interpretation

This is a legal document and should be kept in a safe place

We would remind you that you are required to inform us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance and failure to do so may invalidate your policy or result in certain covers not operating fully

Please examine the Policy Document carefully to ensure that it is in accordance with your requirements and that you are familiar with its terms conditions and limitations. If it does not meet with your requirements please return it to us or your insurance broker immediately

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In consideration of the Insured having paid the premium **HDI Global SE - Ireland** (the Company) will provide the insurance detailed in this Policy subject to the terms and conditions

Countersigned:

Dated: 14 October 2022

Insurance Act 1936 (Republic of Ireland)

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

Finance Act 1990 (Republic of Ireland)

The appropriate Stamp Duty has been paid or will be paid to the Revenue Commissioners in accordance with the provision of Section 113 of the Finance Act 1990

Sanction Limitation

The Company shall not provide cover or be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover payment of such claim or provision of such benefit would expose the Company to any sanction prohibition or restriction under applicable sanction law

The Schedule



THE BROKER:

POLICY NO:

THE INSURED:

ADDRESS:

THE BUSINESS:

PERIOD OF INSURANCE: (a) from to (both dates inclusive)

(b) Any subsequent period for which The Company shall accept a renewal premium

RENEWAL DATE:

LIMIT OF INDEMNITY: € any one Occurrence

EXCESS: € each and every Occurrence

FIRST PREMIUM: € minimum & deposit

GOVERNMENT LEVY: €

TOTAL €

CLAIMS NOTIFICATIONS TO: HDI Global SE - Ireland

- 1 **Bodily Injury** shall mean personal injury sickness or death including mental injury or shock sustained by an Employee of the Insured
- 2 The **Business** shall mean the business of the Insured as stated in The Schedule and shall include
 - a) ownership repair maintenance and decoration of the Insured's own property and premises occupied by the Insured
 - b) provision and management of canteen social sports educational welfare organisations first aid fire security ambulance services and medical services for the benefit of any Employee
 - c) participation in exhibitions anywhere in the world
 - d) private work undertaken by any Employee for any director partner or Employee of the Insured with the prior consent of the Insured
- 3 **Claim** shall mean any demand or claim for compensation or damages made against the Insured the subject of possible indemnity under this Policy
- 4 **Defence Costs** shall mean all costs fees and expenses incurred by or on behalf of the Insured including all investigation and handling costs associated with the investigation handling and defence of any Claim the subject of indemnity or a request for indemnity under this Policy provided such costs fees or expenses or so incurred with the Company's prior written consent
- 5 **Employee** shall mean
 - a) any person under a contract of service or apprenticeship with the Insured
 - b) any person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by the Insured
 - c) any labour masters and persons supplied by them
 - d) any person engaged by labour only sub-contractors
 - e) any self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with the Insured
 - f) any persons supplied to the Insured under a contract or agreement the terms of which deem such person to be in the employment of the Insured for the duration of such contract or agreement
 - g) work experience students and trainees

whilst working under the direction and control of the Insured in the course of the Business as stated in The Schedule
- 6 **Excess** shall mean the amount(s) as stated in The Schedule as the Excess and the Company shall not be liable for the Excess or any lesser amount of each and every Occurrence including all Defence Costs associated with any investigation of a Claim and it is a condition precedent to the Company's liability under this Policy that the Insured must immediately pay forthwith to the Company such amount when so requested

- 7 **Limit of Indemnity** shall mean the maximum liability of the Company under this Policy for all sums which the Insured shall become legally liable to pay as damages in respect of Bodily Injury arising out of an Occurrence

Provided always that

- a) the Company's liability under this Policy in respect of an Occurrence shall not exceed the Limit of Indemnity as stated in The Schedule
 - b) the Limit of Indemnity as stated in The Schedule is inclusive of Defence Costs and claimants' costs fees and expenses
- 8 **Occurrence** shall mean an accident or event within the Policy Territory including continuous or repeated injurious exposure to substantially the same general conditions or a series of accidents or events arising from or out of the same originating cause or event which results during the Period of Insurance in Bodily Injury neither expected nor intended from the standpoint of the Insured
- 9 **Offshore** shall mean the Insured's Employees shall be deemed to be Offshore as from the time when they embark onto a conveyance at the point of final departure to an offshore rig or offshore platform

All such Employees shall continue to be deemed to be Offshore until such time as they disembark from the conveyance onto land upon their return from an offshore rig or offshore platform

- 10 **Policy Territory** means
- a) Ireland (Republic of Ireland) Great Britain Northern Ireland the Isle of Man and the Channel Islands
 - b) elsewhere in the world where any Employee is on a temporary visit provided that
 - i) such Employee is normally resident in the territories in **10 a)** above
 - ii) the action for damages is brought against the Insured in a court of law in Ireland (Republic of Ireland) Great Britain Northern Ireland the Isle of Man or the Channel Islands

The Company will indemnify the Insured

- 1 against legal liability for damages arising from Bodily Injury sustained by an Employee arising out of and in the course of such person's employment by or under a contract of service with the Insured in connection with the Business of the Insured as stated in The Schedule and caused during the Period of Insurance as stated in The Schedule within the Policy Territory
- 2 against legal liability for claimants costs and expenses in connection with 1 above
- 3 against legal liability for Defence Costs in connection with 1 above

Provided that

- a) the maximum liability of the Company for all payments under 1 2 and 3 above arising out of an Occurrence arising out of any one originating cause shall not exceed the Limit of Indemnity as stated in The Schedule
- b) the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any lesser amount for which at the absolute discretion of the Company the Claim or series of Claims arising out of an Occurrence arising out of any one originating cause can be settled The Company will then relinquish control of such Claim or Claims and be under no further liability in respect thereof

COMPULSORY INSURANCE

The indemnity granted by this Policy is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Isle of Man or the Channel Islands or offshore installations within the continental shelf around such territories but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law

Unless otherwise stated the following Extensions are subject always to the terms conditions and limitations of the Policy

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 Policy the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- a) any director or partner of the Insured €500
- b) any employee of the Insured €250

2 CRIMINAL PROSECUTION COSTS

The Company will also pay other legal costs incurred by the Insured with the Company's prior written consent within the Courts of Law of Ireland (Republic of Ireland) Great Britain Northern Ireland the Isle of Man and the Channel Islands

- a) for representation at a coroner's inquest or fatal accident inquiry
- b) for defending the Insured against criminal proceedings arising from Bodily Injury which forms the subject of indemnity under this Policy and in connection with the Business as stated in The Schedule

Provided always that

- i) the Company shall not be liable for the Excess stated in The Schedule
- ii) the Company shall not be liable in circumstances in which the criminal proceedings brought against the Insured arise from a deliberate decision or wilful act of the Insured
- iii) the Company shall not be liable for any fines penalties aggravated punitive or exemplary damages or prosecution costs awarded against the Insured
- iv) the Insured is indemnified under this Policy in respect of a Claim for Bodily Injury arising from the same Occurrence giving rise to such inquest or inquiry or criminal proceedings brought against the Insured
- v) the Indemnity provided by this Extension shall not in any circumstances exceed €100,000 in the aggregate in the Period of Insurance

3 INDEMNITY TO OTHERS

The Company will also indemnify in the terms of this Policy

- a) in the event of the death of the Insured the Insured's legal or personal representatives in respect of liability incurred by the Insured
- b) any principal of the Insured in respect of the liability of such principal for Bodily Injury sustained by an Employee of the Insured arising out of the performance by the Insured of any contract or agreement entered into by the Insured for the performance of work for such principal but only to the extent required by the specific terms of such contract or agreement and not in respect of any liability arising from such principals own neglect or default
- c) any officers or members of the Insured's catering sports social educational welfare organisations first-aid fire security medical and ambulance services other than any qualified medical practitioner

- d) any director partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the Claim had been made against the Insured
- e) any director or business partner of the Insured in respect of liability for private work undertaken by Employees with the consent of the Insured

Provided always that: -

- i) the Claim is such that if it were made upon the Insured the Insured would be entitled to indemnity under this Policy
- ii) such persons shall observe fulfil and be subject to the terms conditions and limitations of this Policy
- iii) the Company shall have the conduct and control of all Claims for which such persons seek indemnity hereunder or from the Insured
- iv) the Indemnity provided by this Extension shall in no way increase the Limits of Indemnity as stated in The Schedule

but in respect of 3c) 3d) and 3e) the Company will provide indemnity at the request of the Insured only

Unless otherwise stated Extensions are subject always to the terms conditions and limitations of the Policy

1 Alteration

This Policy shall immediately cease to operate or be of effect should there be any alteration in the Business as stated in The Schedule or in any other circumstances whereby the risk of Bodily Injury is increased unless full particulars of any such alteration have been provided to the Company and agreed to in writing by the Company

2 Amendment

The terms of this Policy shall not be waived altered or changed in any way except by Memoranda issued by the Company

3 Arbitration

a) Any dispute between the Company and the Insured in connection with the Company's liability in respect of any Claim made against the Insured or the amount of any Claim to be paid under this Policy or any disclaimer by the Company of any liability under this Policy shall in default of agreement be referred within twelve months of the dispute arising or the disclaimer of liability to an arbitrator appointed jointly by the Company and the Insured in agreement or failing such agreement to be appointed by the President for the time being of the Incorporated Law Society of Ireland

The decision of such arbitrator shall be final and binding on both parties

b) If the aforesaid dispute has not been referred to arbitration within the aforesaid twelve month period then it and liability arising under this Policy shall be deemed to have been abandoned and not recoverable thereafter

4 Cancellation

a) This Policy may be cancelled by the Company at its absolute discretion at any time by sending to the Insured at the Insured's last known address by registered post written notice stating the date not less than 10 days thereafter at which the cancellation is effective

b) The posting of notice as aforesaid shall be sufficient proof of notice

c) In such event the Company shall make a pro-rata return of Premium to the Insured in respect of the un-expired Period of Insurance

5 Cessation of Business

This Policy shall immediately cease to operate or be of effect

a) should the Insured's interest in the Business as stated in The Schedule cease except by will or operation of law and in respect of which full particulars thereof have been provided to the Company and agreed to in writing by the Company

b) should the Insured's Business as stated in The Schedule cease to trade be wound up or should a liquidator or receiver or examiner be appointed to that Business

6 Compliance with Conditions

It is a condition precedent to the Company's liability under both this Policy and of the Primary and Underlying Policies and of any endorsements attached thereto that the Insured observe and fulfil absolutely the terms and conditions of both this Policy and of the Primary and Underlying Policies and of any endorsements attached thereto so far as they relate to anything to be done or complied with by the Insured and that The Insured has paid the Premium stated in The Schedule

7 Declarations Representations

This Policy is subject to the truthfulness of all declarations submissions and representations made by the Insured and it's agents to the Company and such declarations submissions and representations shall form the basis of the Policy

Upon receipt of this Policy the Insured agrees that it has been issued upon the truth of his declarations and representations made to the Company or any of its agents relating to this Insurance

8 Defects

The Insured must as soon as possible after discovery of any defect or danger likely to give rise to a Claim take immediate steps at it's own expense to remedy or eliminate such defect or danger and to take such additional precautions as the circumstance require

The Company will have no liability under this Policy for the consequences of a failure by the Insured to take such steps and precautions

9 Discharge of Liability

The Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any lesser amount for which at the absolute discretion of the Company the Claim or series of Claims arising out of an Occurrence arising out of any one originating cause can be settled The Company will then relinquish control of such Claim or Claims and be under no further liability in respect thereof

10 Disputes

This Policy shall be governed by and construed in accordance with Irish Law (Republic of Ireland) and Irish Courts alone shall have sole and exclusive jurisdiction in any dispute arising hereunder

11 Fraud

If any Claim made by the Insured for indemnity or any benefit under this Policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on its behalf all benefit under this Policy shall be forfeit and this Policy shall be declared null and void from inception

12 Interpretation

- a) Any phrase or word in this Policy and The Schedule shall be interpreted in accordance with the law of Ireland (Republic of Ireland)
- b) This Policy and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or Schedule shall bear such specific meaning wherever it appears

13 Jurisdiction

It is hereby agreed between the Company and the Insured that the Indemnity provided by this Policy shall apply only to legal proceedings and judgements against the Insured in the Courts of Law of the European Union Great Britain Northern Ireland the Isle of Man and the Channel Islands and not to judgements obtained elsewhere nor to judgements nor orders obtained in said Courts for the enforcement of foreign judgements orders or awards whether by way of reciprocal agreements or otherwise

The Premium for this Insurance has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other Courts

14 Local Indemnity

Where any Claim arises from an Occurrence outside Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man

- a) the Insured will be required to handle the defence and investigation of any Claim where the Company is by law or circumstance prevented from indemnifying the Insured in such territory
- b) the Company will indemnify the Insured in Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man in respect of any Claim where the Company is by law or circumstance prevented from indemnifying the Insured in such territory

15 Misrepresentation Non-Disclosure

This Policy shall be declared null and void from inception and all benefit hereunder shall be forfeit in the event of any non-disclosure or any misrepresentation by the Insured or any agent of the Insured of any material fact to the Company

16 Other Insurance

The insurance afforded by this Policy is excess over and reduced by any other valid and collectable insurance available to the Insured

Valid and collectable insurance includes any self insurance plan which would be applicable to the loss

17 Precautions

The Insured must take all reasonable precautions

- a) to prevent Bodily Injury
- b) in the selection of Employees

18 Premium Adjustment

It is a condition precedent to the Company's liability under this Policy that if any of the Premium for this Insurance has been calculated on estimates provided by the Insured the Insured must keep accurate records containing all particulars relative thereto and must at all times allow the Company or its representatives to inspect such records

It is a condition precedent to the Company's liability under this Policy that the Insured must within 60 days from the expiry of the Period of Insurance submit to the Company an auditor's/accountant's certificate in the format required by the Company providing a declaration of wages which must include all wages paid during the Period of Insurance which is subject to adjustment and the premium for the Period of Insurance shall thereby be adjusted and the difference paid by or allowed to the Insured as the case may be subject to the Company retaining the minimum premium as stated in The Schedule required for the Period of Insurance

19 Subrogation Rights

It is a condition precedent to Company's liability under this Policy that the Insured fully maintain its rights of recourse against all suppliers of materials and all other parties with whom it deals with or contracts and that such rights are not waived or limited either verbally or in writing

- 1 It is a condition precedent to the Company's liability under this Policy that the Insured must give written notice to the Company immediately of any incident or Occurrence that could in any way possibly give rise to a Claim under this Policy
- 2 It is a condition precedent to the Company's liability under this Policy that the Insured must immediately advise the Company of and furnish forthwith and without delay every notice letter of Claim writ summons or process and all documents relating thereto immediately they are received by the Insured
- 3 It is a condition precedent to the Company's liability under this Policy that the Insured must immediately give all such information and assistance as the Company may require to enable it to fully defend and respond to any possible Claim or Occurrence arising under this Policy
- 4 It is a condition precedent to the Company's liability under this Policy that no admission offer promise or payment shall be made or given by or on behalf of the Insured without the prior written consent of the Company
- 5 The Company shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute in the name of the Insured for its own benefit any Claim for indemnity or damages or otherwise and shall have full and absolute discretion in the conduct of any proceedings and in the settlement of any Claim
- 6 It is a condition precedent to the Company's liability under this Policy that the Insured must fully co-operate with the Company or its appointed agents to enable the Company to comply with all obligations placed upon the Insured pursuant to the provisions of the Personal Injuries Assessment Board Act 2003 and the Civil Liability and Courts Act 2004 including but not limited to the immediate furnishing of all notices and communications received from InjuriesBoard.ie in regard to the bringing of a Claim by any party to InjuriesBoard.ie the making of an assessment by InjuriesBoard.ie and the Insured's acceptance or rejection of such an assessment

All such notices and correspondence emanating from InjuriesBoard.ie must be furnished forthwith and without delay to the Company immediately they are received
- 7 If at any time in the presentation of information and Claim details the Insured or any servant or agent of the Insured misrepresents any aspect or detail of the said Claim or misleads the Company in any way this Policy shall be declared null and void from inception and all benefit under this Policy shall be forfeit
- 8 The Company shall not be liable for any costs fees and expenses incurred by or on behalf of the Insured without the Company's prior written consent
- 9 The Company shall not be liable for the Excess as stated in The Schedule or any lesser amount of each and every Occurrence including all Defence Costs and expenses associated with the investigation and handling and defence of a Claim and it is a condition precedent to the Company's liability under this Policy that the Insured must immediately and forthwith pay to the Company such amount when so requested by the Company
- 10 It is a condition precedent to the Company's liability under this Policy that the Insured has advised the Company of all incidents that could give rise to a Claim on this Policy or any other policy arranged prior to the inception of this insurance by or on behalf of the Insured

1 Asbestos

The Company shall not be liable in respect of Bodily Injury sustained by any Employee directly or indirectly caused by or contributed to by or arising from asbestos asbestos fibres asbestos dust or any materials containing asbestos Provided that this Exclusion shall not apply to Bodily Injury not related to the chemical or biological properties of asbestos asbestos fibres asbestos dust or any materials containing asbestos

2 Employment Practice

The Company shall not be liable directly or indirectly in respect of legal liability arising directly or indirectly out of or alleged to have arisen from any harassment misconduct discrimination breach of confidence or Employment Practice

The term "Employment Practice" as used in this Exclusion shall include any constructive wrongful or unfair dismissal denial of natural justice misleading representation or advertising sexual harassment or discrimination related to the actions of any person employed by the Insured

3 Fines Penalties etc

The Company shall not be liable directly or indirectly in respect of fines penalties aggravated liquidated punitive or exemplary damages or damages of a similar nature and associated costs and prosecution costs ordered or awarded against the Insured

4 Offshore

The Company shall not be liable directly or indirectly in respect of Bodily Injury sustained by an Employee whilst Offshore

5 Radioactive Contamination Explosives Nuclear Assemblies

The Company shall not be liable in respect of any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

where such legal liability is

- i) that of any principal
- ii) accepted under agreement and would not have attached in the absence of such agreement

6 Road Traffic Act

The Company shall not be liable directly or indirectly in respect of Bodily Injury sustained by any Employee in circumstances in which such liability is compulsorily insurable in accordance with any motor or road traffic legislative regime in force in the Policy Territory

7 War Risks Terrorism

The Company shall not be liable in respect of any Claim arising out of or in connection with Bodily Injury directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemies hostilities whether war be declared or not civil war rebellion revolution insurrection acts of terrorism military or usurped power or confiscation or nationalisation or requisition or destruction of or Damage to property by or under the order of any government or public or local authority

8 Workmans Compensation

The Company shall not be liable directly or indirectly in respect of legal liability for any sum in respect of which the Insured may be held liable under workmans compensation unemployment compensation disability benefits law or any similar law

IMPORTANT NOTICE

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand its terms and conditions. The Company should be contacted immediately if any correction is necessary.

Any enquiry or complaint you may have regarding your Policy may be addressed either to your insurance broker, who arranged the Policy for you, or to our Company directly.

If you are not satisfied with the way in which a complaint has been dealt with please write to the Managing Director of the Company at:

HDI Global SE - Ireland
Hampton House,
27 Mount Street Lower,
Dublin 2,
D02 FC43.

If you remain dissatisfied you can approach the Financial Services and Pensions Ombudsman. The contact details are as follows:

The Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin D02 VH29.
Tel.: +353 1 567 7000
E-mail: info@fspo.ie

Your right as a policyholder to take legal action remains unaffected by the existence or use of any complaints procedure referred to above.

Data relating to You (including Personal Data, where applicable) and Personal Data relating to Your employees will be held and processed in compliance with Our statutory obligations under Data Protection Legislation. You should show this notice to any other party related to this insurance.

You should also note the following important information:

- a) We are the Controller of all Personal Data We processes pursuant to this Policy.
- b) We may use the Personal Data that You supply for the purposes of insurance administration.
- c) The Personal Data may be disclosed to regulatory bodies such as the Central Bank of Ireland for the purposes of administering and regulating Your insurance.
- d) The Personal Data may also be used for offering renewal, conducting research, statistical purposes and crime prevention.
- e) We may share this Personal Data with other insurance organisations (such as loss adjusters and investigators) to assist in handling claims.
- f) The Personal Data may be transferred to countries outside of the EU. They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of the Data Protection Legislation.
- g) We will store the Personal Data but will not keep them for any longer than necessary and in accordance with our retention policy.
- h) Under the terms of the Data Protection Legislation Data Subjects have certain rights in relation to Personal Data, including a right of access.

Definition - Data Protection Legislation

All applicable data protection and privacy legislation, regulations and guidance including Regulation (EU) 2016/679 (the "General Data Protection Regulation" or "GDPR") and Directive 95/46/EC (the ePrivacy Directive) and any implementing or supplementary legislation in force in the Republic of Ireland.

Process and Processing, Data Subject, Controller, Processor and Personal Data

shall each have the meaning as set out under the Data Protection Legislation

For more information about how We use Personal Data and the Data Subject rights please see Our privacy policy on Our website or contact us using the details provided with this Policy.

Occasions may arise where we or one of our associated Companies or product providers will have a potential for conflict of interest with business being transacted for you. If this happens and we become aware that a potential conflict exists we will take steps to ensure fair treatment.

HDI Global SE is a company with limited liability and incorporated in Germany trades in Ireland under the name of HDI Global SE - Ireland

HDI Global SE - Ireland is authorised by BaFin in Germany and regulated by the Central Bank of Ireland for the conduct of business in Ireland.

Registered in Ireland No. 906384