

Policy

ROI Property Owners Liability

Form: TBC

COVERHOLDER: Academy Plus Insurance Limited t/as Academy Plus
73 Lower Leeson Street
Dublin 2
D02 X524
Ireland

Policy

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Policy

1 Introduction

This policy consists of the Policy Definitions, Exclusions and Conditions, the Schedule, the coverage Sections stated as operative in the Schedule and Endorsements, if any, all of which are a single document and are to be read as one contract. In this policy, certain words or phrases are specially defined.

In deciding to accept this policy and in setting the terms and premium We have relied on the information which You have provided to Us.

We will, in consideration of the payment of the premium, insure You, subject to the terms and conditions of this policy, against the events set out in What Is Covered and occurring in connection with Your Business during the Period of Insurance or any subsequent period for which We agree to accept payment of premium.

Please read this policy carefully and make sure that it meets Your needs. If any corrections are necessary You should contact Your broker through whom this policy was arranged.

Please keep this policy in a safe place – **You** may need to refer to it if **You** have to make a claim.

1.1 Accessibility

Upon request **We** can provide Braille, audio or large print versions of the policy and the associated documentation. If **You** require an alternative format **You** should contact **Your** broker through whom this policy was arranged.

1.2 Third Party Rights

Unless it expressly states otherwise, this policy does not give rise to any rights or privity of contract to a third party to enforce any term of this policy.

1.3 Law and Jurisdiction

This policy shall be governed by the law of the Republic of Ireland and subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

The language of this policy and all communications relating to it will be in English.

1.4 Interpretation

In this policy:

- (a) reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this policy;
- (b) if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
- (c) the headings in this policy are for general reference only and shall not be considered when determining the meaning of this policy.

1.5 Cancellation

(a) Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this policy at any time by notifying **Us**. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a **Claim** in which case the full premium for the policy is due.

(b) Our Right to Cancel

We are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a **Claim**;

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a **Claim** in which case the full annual premium is due.

1.6 Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all **Claims**; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any **Loss** and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any **Claim** in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding **Claim** and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** thirty (30) days' notice that **We** are terminating this policy; or
- (2) give **You** notice that **We** will treat this policy and any future **Claim** in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this policy.

If this policy is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

1.7 **Changes We Need to Know About**

You must tell **Us** as soon as practicably possible of any change in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any **Claim You** make or could result in **Your** insurance being invalid.

1.8 **Fraud**

If **You**, or anyone acting for **You**, makes a fraudulent **Claim**, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the **Claim**; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and
- (c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and.
- (ii) **We** need not return any of the premium paid.

1.9 **Sanctions**

We shall not provide any benefit under this policy to the extent of providing cover, payment of any **Claim** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

1.10 Complaints Procedure

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about the policy or the handling of a claim please contact **Your** broker through whom this policy was arranged.

If **You** wish to make a complaint in respect of your policy

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

**Coverys International Insurance Company DAC,
Suite 206 Viscount House, 6-7 Fitzwilliam Square East
Dublin 2,
D02 Y447
Republic of Ireland**

E-mail: complaints@coverys.eu

If **We** are unable to resolve **Your** complaint immediately, **We** will send **You** a written acknowledgement within 5 business days of receipt. **We** will investigate **Your** complaint and, in most cases, send **You** a full response in writing within two weeks of receipt. In exceptional cases, where **We** are unable to complete our investigations within two weeks, **We** will send **You** a full written response as soon as possible, and in any event within 40 business days of receipt of **Your** complaint.

Should **You** remain dissatisfied with the final response or if **You** have not received a final response within 40 business days of the complaint being made, **You** may be eligible to refer **Your** complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

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

Tel: +353 1 6 567 7000

E-mail: info@fspo.ie

Website: www.fspo.ie

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for Coverys International Insurance Company DAC is the Financial Services and Pensions Ombudsman, which can be contacted directly **using** the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

The complaints handling arrangements above are without prejudice to **Your** rights in law.

1.11 Insurance Compensation Fund

We are covered by the Insurance Compensation Fund in Ireland. **You** may be entitled to compensation from the ICF if **We** are unable to meet **Our** obligations under this policy. Further information about ICF arrangements, including what is covered and compensation limits, is available from the Central Bank of Ireland at <https://www.centralbank.ie/home>.

1.12 Regulatory Information

Coverys International Insurance Company DAC is authorised and regulated by the Central Bank of Ireland and registered in the Republic of Ireland. Registered office: Suite 206 Viscount House, 6-7 Fitzwilliam Square East, Dublin 2 D02 Y447, Ireland (number 860074).

1.13 Fair Processing Notice

This Privacy Notice describes how **Coverys International Insurance Company DAC** (for the purpose of this notice "**We**", "**Us**" or the "**Insurer**") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "**You, Your**") when **We** are providing **Our** insurance and reinsurance services.

The information provided to the **Insurer**, together with medical and any other information obtained from **You** or from other parties about **You** in connection with this policy, will be **used** by the **Insurer** for the purposes of determining **Your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection.

We may be required by law to collect certain personal information about **You**, or as a consequence of any contractual relationship **We** have with **You**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the **Insurer** for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of **Your** personal information. Because **We** operate as part of a global business, **We** may transfer **Your** personal information outside the European Economic Area for these purposes.

You have certain rights regarding **Your** personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of **Your** personal information in a **usable** electronic format and to transmit it to a third party (right to portability).

If **You** have questions or concerns regarding the way in which **Your** personal information has been **used**, please contact: dataprotection@coverysinternational.com

We are committed to working with **You** to obtain a fair resolution of any complaint or concern about privacy. If, however, **You** believe that **we** have not been able to assist with **Your** complaint or concern, **You** have the right to make a complaint to the Office of the Information Commissioner.

For more information about how **We** process **Your** personal information, please see **Our** full privacy notice and cookie policy at: <https://coverysinternational.com/CIIIC-Privacy-Policy.pdf>

Our full privacy notice explains in more detail the types of information **We** hold, how it is used, who **We** share it with and how long it is kept. It also informs **You** in more detail of the rights **You** have regarding **Your** Personal data.

You can get this detail by viewing **Our** notice online at:

<https://coverysinternational.com/CIIC-Privacy-Policy.pdf> or if **You** are unable to access this website, details can be obtained by contacting The Data Protection Officer:

dataprotection@coverysinternational.com

Policy

3 Property Owners Liability Section

The following terms apply to this Policy.

3.1 What is Covered

All sums which **You** shall become legally liable to pay as damages including claimants' costs and expenses in respect of:

- (a) Accidental Injury to any person;
- (b) Accidental physical loss of, or physical damage to, Property;
- (c) Obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement;
- (d) Wrongful arrest, wrongful detention, false imprisonment, or malicious prosecution, in connection with the **Business** and during the Policy Period stated in the Schedule.
- (e) All costs and expenses incurred by **You** (except as described in 3.2 below) with **Our** written consent in respect of any claim against **You** which may be covered by this Policy.

3.2 Limit of Liability

The most **We** will pay under this Policy (including any extensions) for damages in respect of any one claim against **You** or series of claims against **You** arising out of one occurrence shall not exceed in the aggregate the Limits of Liability stated in the Schedule.

Any costs and expenses incurred by **You** under this Policy will be payable in addition to the Limits of Liability stated in the Schedule.

3.3 Conditions

These will apply to this policy and all endorsements and extensions unless otherwise stated.

3.3.1 Maximum sums payable

We may at any time at **Our** sole discretion pay to **You** the maximum sum payable under this policy or any lesser sums for which any claim or claims can be settled. If **We** do this, **We** shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment, provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as **Our** payment to **You** bears to the total payment made by **You** or on **Your** behalf in settlement of the claim or claims.

3.3.2 Care and prevention

It is a condition precedent that **You** shall take all care to prevent accidents and to maintain and keep in proper repair **Your** Premises plant and everything **used** in the **Business**. **You** shall make good or remedy any defect or danger which becomes apparent, and take such additional precautions as the circumstances may require.

If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

3.3.3 **Previous owner records**

You must use best endeavours to locate, record and maintain records of previous owners and occupiers of the Premises and its uses and will provide such documentation to **Us** upon request.

3.3.4 **Security of unoccupied premises**

It is a condition precedent that **You** must ensure that in respect of any unoccupied Premises:

- (a) Gas, water and electricity services (except electricity supply to maintain any fire or intruder alarm systems) and any fuel supplies are kept shut off at the switch or stopcock where they enter the premises (or, in the case of individual flats or portions of a building, where they enter the flat or unoccupied part of the Premises);
- (b) All water and heating systems are completely drained;
- (c) The premises are kept secured by:
 - (i) The use of mortice deadlocks conforming to I.S. 199:2007 or close-shackle padlocks with matching locking bar on all external doors or shutters, except in respect of unoccupied flats where alternative door locks confirming to I.S. 199:2007 may be used to secure individual residences;
 - (ii) The use of window locks- where locks are not fitted windows must be screwed shut
 - (iii) Repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood adequately braced and secured against forced entry.
 - (iv) Sealing all letterboxes or fitting a stout steel cage internally;
- (d) the premises and external areas immediately surrounding the Premises are kept free of all unfixable combustible materials, including removal of junk mail and newspapers;
- (e) any additional requirements are put forward by **Us** are completed within the timescale specified;
- (f) the premises are inspected internally and externally by **You** and **Your** representative at least weekly to check that the above requirements are in place.

In the event of a breach of requirements (a) to (f), **You** must arrange to carry out the necessary work to satisfy the requirements without delay and notify **Us**.

Failure to comply with any of these requirements, **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full

3.4 What is not covered

The following exclusions apply to this Policy and all endorsements and extensions unless otherwise stated. **We** will not cover **You** in respect of;

3.4.1 Excess

The amount of the Excess

3.4.2 United States of America and Canada

Any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgement award or settlement either in whole or part) unless **You** have requested that there shall be no such limitation and have accepted the terms offered by **Us** in granting such cover, which offer and acceptance must be subject to specific endorsement to this policy.

3.4.3 Radioactive and Nuclear

Any liability caused by, or contributed to, by, or arising from;

Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste form the combustion of nuclear fuel the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

3.4.4 Punitive Damages

Any liability for punitive, multiplied or exemplary damages, fines or penalties.

3.4.5 Terrorism

Any liability as a result of Terrorism

3.4.6 War

Loss of, or damage, or legal liability 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, 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.

3.4.7 Pollution

Any liability caused by, or arising out of pollution, or contamination of buildings or other structures or of water or land or the atmosphere, but this exclusion shall not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Policy Period stated in the Schedule

3.4.8 Removal of hazardous materials

Injury, loss, damage, cost or expense of any kind caused by, resulting from or in connection with, any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health.

3.4.9 Fungus and Mould

Injury, loss, damage, cost or expense of any kind caused by, resulting from or in connection with any fungus of any kind, including but not limited to mildew, mould, spores or allergens

3.4.10 Asbestos

Injury, loss, damage, cost or expense of any kind caused by, or contributed to, by, or arising from, the manufacture, production, storage or handling of asbestos or materials containing asbestos.

This exclusion shall not apply to the accidental discovery of asbestos, or materials containing asbestos fibre, provided that without delay, upon discovery all handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, ceases and any subsequent handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, is carried out by qualified licensed subcontractors on terms which will indemnify **You** for all liabilities arising out of such work.

3.4.11 Contractual Liability

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

3.4.12 Building works and Renovations

Any liability resulting from, or a consequence of, building operations, renovations or refurbishments other than general maintenance of the Premises.

3.4.13 Defects

Any liability for loss or damage to the Premises or the cost of remedying any defect or alleged defect in the Premises.

3.4.14 Ownership, custody and control

Loss or damage to Property belonging to **You** or under **Your** custody and control.

3.4.15 Goods

Any liability arising out of Goods.

3.4.16 Employment

Injury sustained by an Employee which arises out of and in the course of their employment or engagement by **You**.

3.4.17 Straying Animals

Any injury or damage to Property caused by the straying of animals.

3.4.18 Legal Restrictions

Any cover, claim or benefit under this Policy where doing so would breach any sanction, prohibition or other restrictions imposed by law or regulation.

3.4.19 **Cyber and Data Liability**

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

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

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect. This endorsement supersedes any other wording in the policy or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.

If **We** allege that by reason of this endorsement that loss sustained by the Insured is not covered by this policy, the burden of proving the contrary shall be upon the Insured

This exclusion shall not apply to the Employers' Liability Section

3.4.20 **Communicable Disease Exclusion**

Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

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

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage

This exclusion shall not apply to the Employers' Liability Section.

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4. Employers' Liability Section

4.1 What is Covered

In the event of **Bodily Injury** sustained by any **Employee**, which arises out of and in the **course** of their employment by **You** within the **Business**, and occurring during the **Period of Insurance** within the Republic of Ireland.

We will reimburse **You** in respect of **Compensation** arising out of such event.

4.2 What Is Not Covered

This Policy does not apply to or include cover for or arising out of or relating to:

4.2.1 Road Traffic Act

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

4.2.2 Offshore

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

4.2.3 Social Security Legislation

any amount payable under social security legislation.

4.3 Conditions

4.3.1 Limit of Liability

Our liability for **Compensation** shall not exceed the Limit of Indemnity, provided that:

- (a) The **Limit of Liability** shall not exceed EUR 5,000,000 (not as otherwise shown in the **Schedule**) in the event of an **Act of Terrorism**.
- (b) the **Limit of Liability** shall not exceed EUR 5,000,000 (not as otherwise shown in the **Schedule**) in respect of any event arising or resulting from, or in any way involving asbestos, or any materials containing asbestos, in whatever form or quantity.
- (c) unless otherwise stated in this Policy or any following **Endorsement**, any costs and expenses in respect of which a reimbursement is provided by Clause 5.1 – Defence Costs and Expenses, will be inclusive and not in addition to the **Limit of Liability**.

4.3.2 Employers' Liability Insurance

The cover granted by this Section is in accordance with the provisions of any law, enacted in Republic of Ireland, relating to compulsory insurance of liability to **Employees**. If however, **We** pay any sum which would not have been paid but for the provisions of such law, **You** shall repay such sum to **Us**.

4.3.3 Unsatisfied Court Judgements

In the event that:

- (a) a judgment for damages is obtained against any company or individual, operating from premises within the Republic of Ireland, by any **Employee** in respect of **Bodily Injury** caused during any **Period of Insurance**, arising out of and in the course of their employment by **You** in the **Business**, and
- (b) it remains unsatisfied, in whole or in part, six (6) months after the date of such judgment **We** will reimburse the **Employee** or their personal representative, up to the **Limit of Liability**, for the amount of damages and awarded costs which remain unsatisfied, as long as:
 - (i) there is no appeal outstanding;
 - (ii) any payment made by **Us** shall only be in respect of **Bodily Injury** which would otherwise be within the scope of cover of this Section;
 - (iii) any payment made by **Us** shall only be in respect of liability for which **You** would have been entitled to reimbursement under this Section, if the judgment had been made against **You**; and
 - (iv) **We** shall be entitled to take over and prosecute, for **Our** own benefit, any claim against any other party and **You**, the **Employee**, or their personal representatives shall give all information and assistance required.

4.3.4 Bona Fide Subcontractors

The Policy Extends to work undertaken on **Your** behalf by bona fide subcontractors provided that **You** have requested and received evidence on at least an annual basis that such bona fide subcontractors have effected public liability insurance which:

- (a) covers work to be undertaken by the subcontractor
- (b) I subject to an Indemnity Limit of not less than that provided by this Policy
- (c) Includes an Indemnity to Principal clause
- (d) Remains in force throughout the duration of the contract with you

You must also ensure the bona fide subcontractor has an approved Employers Liability insurance with a limit of indemnity not less than €13,000,000 any one occurrence.

For the purpose of this condition the term bona fide subcontractors means any subcontractor engaged by **You** supplying both labour and materials for the purpose of the contract.

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5 Extensions of Cover

All the individual policy Sections are subject to the following extensions except where stated below.

5.1 Defence Costs and Expenses

We will provide reimbursement in respect of all:

- (a) costs incurred, with **Our** written consent, in respect of legal representation at any:
 - (i) coroner's inquest, or other inquiry in respect of any death;
 - (ii) proceedings in any court, in respect of any act or omission causing, or relating to, any occurrence;
- (b) other costs and expenses, incurred with **Our** written consent, in relation to any matter which may be the subject of reimbursement under any Section of this policy.

5.2 Legal Expenses Arising from Health and Safety Legislation

In the event of:

- (a) any act or omission, or alleged act or omission, leading to criminal proceedings brought in respect of a breach of the Safety, Health and Welfare at Work Act 2005 and/or;
- (b) an incident which results in an enquiry ordered under the Safety, Health and Welfare at Work Act 2005

We will provide reimbursement, up to an amount not exceeding EUR 5,000,000, against legal fees and expenses incurred in representing **You** in such proceedings, including an appeal against the result of such proceedings, as long as the proceedings relate to an act, omission, incident, or alleged act, omission or incident, which has been committed during the **Period of Insurance**, within the Republic of Ireland and in the course of the **Business**.

5.3 Costs of Court Attendance

In the event of any of the persons mentioned below attending court as a witness at **Our** request, in connection with a claim in respect of which **You** are entitled to reimbursement under this policy, **We** will reimburse **You**, at the following rates per day, for each day on which attendance is required:

- (a) any of **Your** directors or partners – EUR 250;
- (b) any **Employee** – EUR 100.

5.4 Cover for Other Persons

We will also reimburse, as if a separate policy had been issued to each:

- (a) **Your** legal personal representatives, or of any other person entitled to reimbursement under this policy, but only in respect of liability incurred by **You** or by such other person;
- (b) under the Employers' Liability and Public Liability Sections any person, employer, firm, company, ministry or authority for whom **You** are carrying out a contract or agreement for the performance of work, but only to the extent required by the contract or agreement for work;

- (c) any owner of plant hired to **You**, but only to the extent required by the conditions of the contract or agreement of hire;
- (d) at **Your** request:
 - (i) any officer or member of **Your** catering, social, sports, educational, medical, dental and welfare organisations, and fire, security, first aid and ambulance services, in their respective capacity as such, but not any medical or dental practitioner in respect of medical or dental services provided;
 - (ii) any of **Your** directors, partners or **Employees**, while acting in reimbursement under this policy if the claim for which reimbursement is being sought had been made against **You**.

Provided that:

- (1) any persons specified above shall, as though they were **You**, be subject to the terms conditions exclusions and limitations of this policy;
- (2) nothing in this Clause 5.4 shall increase **Our** liability to pay any amount exceeding the **Limit of Liability** of the operative Section, regardless of the number of persons claiming to be covered.

5.5 **Cross Liabilities**

If **You** comprise of more than one party, **We** will, under the Public and Products Liability Sections, provide reimbursement to each such party in the same manner and to the same extent as if a separate policy had been issued to each of them.

Provided that nothing in this Clause 5.5 shall increase **Our** liability to pay any amount exceeding the **Limit of Liability** of the operative Section, regardless of the number of persons claiming to be covered.

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6 Claim Conditions

All the individual policy Sections are subject to the following conditions except where stated below.

6.1 Important Conditions

This Section of the policy explains **Your** responsibilities when making a claim under the policy. If the conditions listed below are not followed, then a claim may not be paid, may be reduced or may be treated as invalid.

6.2 Practical Care

You must:

- (a) take all practical precautions to prevent occurrences which may give rise to Damage or Bodily Injury;
- (b) maintain the premises and everything maintained in the **Business** in a good state of repair;
- (c) take all practical steps to comply with statutory requirements, obligations and regulations imposed by an authority and;
- (d) take steps as soon as possible to make good or remedy a defect or danger which becomes apparent or take such additional precautions as circumstances may require.

6.3 Notice

You, or **Your** personal representatives, shall give notice to **Us**, as soon as practicably possible, after any event which may give rise to liability under this policy, with full particulars of such event. Every claim, notice, letter or writ or process, or other document served on **You**, shall be forwarded to **Us** as soon as practicably possible. Notice shall also be given to **Us** as soon as practicably possible, by **You**, of any impending prosecution, inquest or fatal inquiry in connection with any such event

If **You** want to make a claim under this policy, **You** should provide notice to **Us** using the details stated in the **Schedule** under Notification of a Claim or Circumstance.

6.4 Conduct of Claims

No admission, offer, promise, payment or reimbursement shall be made or given by **You** or on **Your** behalf, without **Our** written consent.

We shall be entitled, if **We** so desire, to take over and conduct, in **Your** name, the defence or the settlement of any claim and to prosecute, in **Your** name, for **Our** own benefit any claim for reimbursement, or damages, or otherwise against all other parties or persons.

We shall have full discretion in the conduct of any proceedings and in the settlement of any claim against **You**, and **You** shall give all such information and assistance as **We** may require.

Policy

7 General Conditions

All the individual policy Sections are subject to the following conditions except where stated below.

7.1 Discharge of Liability

We may at any time at **Our** sole discretion:

- (a) under the Employers' Liability Section, pay to **You** the **Limit of Liability** (less any sum or sums already paid in respect of **Compensation** and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim, or claims against **You** can be settled and shall not be under any further liability in respect of such claim or claims;
- (b) under the Property Owners Section, pay to **You** the **Limit of Liability** (less any sum or sums already paid in respect of **Compensation**) or any lesser sum for which the claim, or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims, except for other costs and expenses for which **You** may be responsible incurred prior to such payment.

In the event that a settlement is made with any party in excess of the **Limit of Liability**, **Our** liability, under the Property Owners Liability Sections for costs and expenses under Clause– 5.1 Defence Costs and Expenses, shall be in the same proportion that the **Limit of Liability** bears to the sum which would be payable by **Us** but for the **Limit of Liability**.

7.2 Excess

If any payment made by **Us** includes any amount for which **You** or any other person entitled to reimbursement is responsible, such amount shall be repaid to **Us** as soon as practicably possible.

7.3 Other insurance

If at the time of any claim there is, or but the existence of this Policy would be, any other insurance in favour of or purchased by **You** or on **Your** behalf, applicable to such claim, **We** shall not be liable under this Policy to pay **You** in respect of such claim except beyond the amount which would be payable under such other insurance had this Policy not been purchased.

7.4 Risk Improvement

It is a condition precedent that **You** shall comply and continue to comply with all risk improvement requirements that have been notified to **You** and agree to by or on **Your** behalf. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

7.5 Changes in circumstances

You shall, without delay, give notice in writing of any change in the information **You** provided **us** with. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

7.6 Governing Law

The laws of the Republic of Ireland will apply to this policy and any attached endorsements unless **We** agree otherwise with **You** in writing before issuing the Policy. Any disputes arising under this policy shall be subject to the exclusive jurisdiction of the Irish Courts.

7.7 **Rights of Third Parties**

Unless it expressly states otherwise, this policy does not give rise to any rights or privity of contract to a third party to enforce any term of this policy.

7.8 **Several Liability**

Our obligations under this Policy are several and not joint and are limited solely to the extent of **Our** individual subscription. **We** are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

7.9 **Premium Adjustment**

You may be required to pay additional premium. If the Policy is written on an adjustable basis please refer to the Premium paragraph of **Your** Schedule for Further details.

Policy

8 Definitions

All the individual policy Sections are subject to the following definitions except where stated below.

- 8.1 "**Act of Terrorism**" means the actual or threatened:
- (a) **use** of force or violence against persons or **Property**, or
 - (b) commission of an act **dangerous** to human life or **Property**, or
 - (c) commission of an act that interferes with or disrupts an electronic or communication system undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government power, authority or military force, when any of the following applies:
 - (i) the apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy, or
 - (ii) the apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments, or
 - (iii) the apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture
- 8.2 "**Bodily Injury**" means:
- (a) death, illness or disease, or
 - (b) physical or mental injury, mental anguish or shock.
- 8.3 "**Business**" means **Your** business as described in the **Schedule** and shall include:
- (a) the provision and management of catering, social, sports, educational, medical, dental and welfare organisations for the benefit of **Your Employees** and fire, security, first aid and ambulance services;
 - (b) repair or maintenance of vehicles or plant, owned or used by **You**;
 - (c) the ownership, repair, maintenance and decoration of **Your** premises;
 - (d) participation in exhibitions held in member countries of the European Union in connection with the **Business** specified in the **Schedule**;
 - (e) private work carried out by any of **Your Employees** (with **Your** consent) for any of **Your** directors, partners or senior officials.
- 8.4 "**Contractual Liability**" means liability which attaches by virtue of a contract or agreement, but only to the extent to which it would not have attached in the absence of such contract or agreement.
- 8.5 "**Compensation**" means all sums which **You** shall be legally liable to pay as compensation and claimants costs and expenses, other than fines or penalties, punitive, exemplary or aggravated damages, or any additional damages resulting from the multiplication of compensatory damages

- 8.6 “**Computer System**” means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 8.7. “**Cyber Act**” means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 8.8. “**Cyber Incident**” means any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 8.9 “**Damage**” means loss of, damage to or destruction.
- 8.10 “**Data**” means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- 8.11 “**Employee**” means:
- (a) any person under a contract of service or apprenticeship with **You**;
 - (b) any labour master or labour only subcontractor, or person supplied or employed by them;
 - (c) any self-employed person working for and under **Your** control;
 - (d) any person under a contract of service or apprenticeship with another employer who is hired to or borrowed by **You**;
 - (e) a prospective employee, who is undergoing practical work experience, whilst being assessed by **You** as to their suitability for employment;
 - (f) any person engaged under a work experience, government training or similar scheme;
 - (g) any person who is an outworker or home worker, employed under a contract to personally carry out work in connection with the **Business**, while they are engaged in that work;
 - (h) any person who is a voluntary helper while working under **Your** supervision and control and in connection with the **Business**.
- 8.12 “**Endorsement**” means a change in the terms and conditions of this policy that can extend or restrict cover.
- 8.13 “**Excess**” means the total amount payable by **You**, or any other person entitled to reimbursement, in respect of any **Damage to Property** arising out of any one event, or all events of a series or attributable to one source or original cause, before shall be liable to make any payment.

8.14 "**Limit of Liability**" means the limit as specified in the **Schedule** and is the maximum amount payable by **Us**.

With regard to the Employers' Liability and Property Owners Liability Sections, the **Limit of Liability** shall apply to the total sum of all claims arising out of one originating cause, irrespective of the number of claims or claimants.

8.15 "**Period of Insurance**" means the period shown in the **Schedule** plus any extensions to the period which may be granted by **Us**.

8.16 "**Pollution**" means:

(a) the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic or hazardous chemicals, liquids or gases, or waste materials, or other irritants, contaminants or pollutants, into or upon buildings, structures, land, water or the atmosphere; and

(b) all loss, **Damage to Property**, or **Bodily Injury**, caused by or arising from such pollution or contamination as described in Clause (a) above.

8.17 "**Property**" means material or physical property.

8.18 "**Schedule**" means the document entitled Schedule that relates to and forms part of this policy.

8.19 "**We/ Us / Our**" means Coverys International Insurance Company DAC.

8.20 "**You / Your / Insured**" means the person or persons or corporate body or bodies named as the **Insured** in the **Schedule**.

Policy

9 Endorsements

The land does not contain refuse dumps, land fill or quarry; any wells or rivers running through it; playgrounds, crèches or other similar childcare facilities; any derelict buildings
No Cover in respect of cattle / livestock or any equine activities
No Cover in respect of crop growing / cultivation
No Cover in respect of buildings / structures
Any lessee of the land must maintain their own public/products liability insurance with a limit of indemnity no less than that stated under section 2.7 of this policy.
The site must be fully walled / fenced and secure
Land is not used as car park only
Land is not used to store materials
The land could not be considered a “Ghost” or unoccupied residential estate.
The proposer has not had any claims in the last 5 years.
The proposer has never been declared bankrupt or is the subject of any current bankruptcy proceedings.
In the event of a claim / incident, folio number / site maps are to be provided by the insured.

Construction / Excavation / Demolition Exclusion

We shall have no liability under this *Policy* to provide any indemnity or benefit for any legal liability under Section 2.7 – Property Owners Liability or Section 2.8 – Employers Liability, directly or indirectly resulting from or in consequence of any construction, demolition and/or excavation activities which takes place on the insured land. Cover applies to idle land only.

Minimum and Deposit Premium Condition

The premiums due in respect of Section 2.7 - Property Owners Liability and Section 2.8 - Employers Liability are minimum and deposit. In the event of cancellation there will be no return premium due.

Pesticides and Fungicides Exclusion

Underwriters shall have no liability under this *Policy* to provide any indemnity or benefit for any legal liability under Section 3 – Property Owners Liability or Section 4 – Employers Liability, directly or indirectly resulting from exposure to pesticides, herbicides, fungicides or any other chemicals used on the land insured under this *Policy*.