



Amlin Insurance Services

Combined liability policy

This **policy** is a contract between **you** and **us** and is based upon the information **you** have given on **your** proposal and any other information **you** have supplied.

We have agreed to insure **you** under the conditions and exclusions in this **policy** and any endorsements.

We will indemnify **you** for any liability that happens during the **period of insurance** for which **you** have paid or agreed to pay the premium.

For and on behalf of Amlin Insurance Services

B. D. Carpenter
Underwriter

Important

This **policy** is a legal contract and it is important that **you** read it carefully to ensure that it meets with **your** requirements. If it does not or if **your** insurance requirements change please let **your** insurance adviser know immediately.

We would remind **you** that **you** must tell **us** immediately of any facts or changes which might affect **our** assessment or acceptance of this insurance. If **you** do not disclose all relevant facts **you** may invalidate **your policy** or **your policy** may not operate fully.

General definitions

The following words will have the same meaning wherever they appear in this **policy** unless otherwise stated. To help identify these words they will appear in **bold** in the **policy** wording.

1. **Policy**

- a) All terms, provisions, exclusions, conditions and limits of indemnity set out in this document;
- b) The schedule, notices and other documents attaching from time to time and
- c) All endorsements incorporated and issued for incorporation in this document all of which shall be read together and constitute the contract of insurance.

2. **We/us/our**

The underwriters for Amlin Insurance Services Limited (registered in England No 2739220) being a service company 100% owned by Amlin Underwriting Limited (registered in England No 2323018) and empowered to act on behalf of Lloyd's Syndicate 2001 managed by Amlin Underwriting Limited.

The registered office of Amlin Insurance Services Limited and Amlin Underwriting Limited is St Helen's, 1 Undershaft, London EC3A 8ND.

3. **You/your**

- a) The insured named in the schedule
- b) Any associated or subsidiary company of the insured provided it has been notified to **us**
- c) **At your** request
 - i. any director or **employee** while acting on behalf of or in course of their employment or engagement with **you** in respect of liability for which **you** would have been entitled to indemnity under this **policy** if the claim against any such person had been made against **you**.
 - ii. any officer, member or **employee** of **your** social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such.
 - iii. any of **your** directors, partners or senior officials in respect of private work carried out by any **employee** for them with **your** consent.
 - iv. any principal for legal liability in respect of which **you** would have been entitled to indemnity under this **policy** if the claim had been made against **you** arising out of work carried out by **you** under a contract or agreement.
 - v. **your** personal representatives (in the event of **your** death) in respect of liability incurred by **you** provided that if indemnity is extended to any party described in paragraphs a) to c) above that party shall be subject to the terms of this **policy** so far as they can apply and in any event **our** liability shall not exceed the limit of indemnity.

4. **Business**

The business carried on in the Republic of Ireland including the following activities

- i. ownership use repair maintenance and decoration of premises occupied by **you**
- ii. repair or maintenance of vehicles or plant owned or used by **you**
- iii. the provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any **employee** and first aid, fire, security and ambulance services
- iv. participation in exhibitions held in member countries of the European Union in connection with the **business** specified in the schedule and
- v. private work undertaken for **you** by any **employee** or for any director or **employee** with **your** prior consent.

5. **Costs and expenses**

- i. Claimants costs and expenses arising in respect of any claim against **you** which may be the subject of indemnity under this **policy**.
- ii. All cost and expenses incurred by **you** with **our** written consent in respect of any claim against **you** which may be the subject of indemnity under this **policy**.

6. **Employee**

Any person who is

- i. employed under a contract of service or apprenticeship with **you**
- ii. a labour master or person supplied by him
- iii. employed by labour only sub-contractors
- iv. self-employed and working for **you** and under **your** control
- v. hired to or borrowed by **you**
- vi. supplied to **you** for the purpose of study work or training experience
- vii. a prospective employee who is undergoing practical work experience whilst being assessed by **you** as to his or her suitability for employment
- viii. a voluntary helper while working under **your** supervision and control and in connection with the **business**
- ix. an outworker or homeworker employed under a contract to personally carry out any work in connection with the **business** while they are engaged in that work.

7. **Products**

Any tangible products or goods (including containers, labelling, instructions or advice provided in connection therewith) which

General definitions

are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed or serviced by **you** in the course of the **business**.

8. **Bodily injury**
Death, injury, illness, disease or nervous shock.
9. **Property**
Property which is both material and tangible.
10. **Period of insurance**
The period from the effective date shown in the schedule until midnight on the expiry date shown in the schedule. This includes any subsequent period for which **we** may accept payment for renewal of this **policy**.
11. **Pollution**
 - a) Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory and
 - b) all loss, damage or injury directly or indirectly caused by such pollution or contamination.
12. **Offshore**
From the time of embarkation by an **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 on to land upon return from an offshore rig or offshore platform.
13. **Contract work executed**
Work carried out by **you** or on **your** behalf away from **your** normal place of business or that of the party who carried out the work on **your** behalf and which at the time of the event giving rise to a claim under this insurance is no longer **your** property and not under the control of **you** or of any **employee**.

Section A – Employers' liability

Operative clause

Subject to the exclusions, conditions and definitions of this **policy**, **we** will indemnify **you** under this section against

- a) all sums which **you** shall become legally liable to pay as damages; and
- b) **costs and expenses**

in the event of **bodily injury** sustained by any **employee** which arises out of and in the course of their employment by **you** in the **business** and which is caused

- i. within the Republic of Ireland, Northern Ireland, United Kingdom, Channel Islands and the Isle of Man.
- ii. elsewhere in the world in respect of temporary non-manual visits by any **employee** provided that such **employee** is normally resident in the Republic of Ireland.

Limit of indemnity

The amount specified in the schedule.

Our liability for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series consequent on or attributable to one source or original cause shall not exceed the limit of indemnity.

The limit of indemnity shall be the maximum amount payable including **costs and expenses**.

Exclusions

1. **We** will not indemnify **you** under this section against liability for **bodily injury** to an **employee** in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.
2. **We** shall not indemnify **you** under this section against liability arising **offshore**.

Section B– Public Liability

Operative clause

Subject to the exclusions, conditions and definitions of this policy, **we** will indemnify **you** under this section against

- a. all sums which **you** shall become legally liable to pay as damages and
- b. **costs and expenses**

in the event of

- i. accidental **bodily injury** to any person other than any **employee**
- ii. accidental loss of or damage to **property** or
- iii. obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water

occurring during the **period of insurance** and arising out of **your business**

- a. in the Republic of Ireland, Northern Ireland, United Kingdom, Channel Islands, and the Isle of Man.
- b. elsewhere in the world other than the United States of America or Canada arising out of business visits by directors or non-manual **employees** ordinarily resident in the Republic of Ireland.

Limit of indemnity

Our liability in respect of all claims arising out of one original cause shall not exceed the limit of indemnity detailed in the schedule irrespective of the number of claims or claimants.

Costs and expenses are payable in addition to the limit of indemnity under this section apart from any claim brought in the United States of America or Canada or any territory within their jurisdiction where the limit of indemnity shall be the maximum amount payable including **costs and expenses**.

Extensions

These extensions are subject to all other terms of this **policy** so far as they can apply unless otherwise stated.

1. **Defective premises**
We will indemnify **you** against liability in respect of **bodily injury** or loss of or damage to **property** arising in respect of any premises disposed of by **you**. This indemnity does not apply to any **costs or expenses** incurred in repairing, replacing or making any refund in respect of any such premises.
2. **Leased premises**
We will indemnify **you** against liability for loss of or damage to premises or fixtures or fittings thereof which are leased to **you**. This indemnity does not apply in respect of liability for
 - i. loss or damage if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of such an agreement or
 - ii. the first € 2,000 of such loss or damage.
3. **Overseas personal liability**
Where **you** or any of **your** directors or **employees** are temporarily visiting a country outside the Republic of Ireland, **we** will provide indemnity to **you** and to
 - i. any of **your** directors or **employees** or
 - ii. any spouse or child of **your** director or **employee** accompanying themagainst liability incurred in a personal capacity for accidental **bodily injury** or loss of or damage to **property** occurring during such visit.
4. **Car park and cloakroom liability**
We will provide indemnity against legal liability in respect of accidental loss of or damage to vehicles or personal effects of other persons which **you** hold in trust or in **your** custody or control as long as
 - i. they are not being stored by **you** for a fee or other consideration and
 - ii. they are not held in trust by **you** or in **your** custody or control for the purpose of work being carried out on such **property**.

Section B– Public Liability

Exclusions

We will not indemnify **you** under this section against liability

1. for loss of or damage to **property** belonging to **you** or in the custody or control of **you** or any **employee** other than
 - i. **property** including motor vehicles belonging to an **employee** or visitor
 - ii. any premises including contents (not being premises leased to **you**) which are temporarily occupied by **you** for the purpose of carrying out work in or to such premises.
2. arising from the ownership, possession or use under the control of **you** or any **employee** of any mechanically propelled vehicle in circumstances where compulsory insurance or security is required under any Road Traffic Act legislation.
3. arising out of the ownership, possession or use by **you** or on **your** behalf of any aircraft or other aerial devices, hovercraft, **offshore** installation or watercraft (other than hand- propelled or wind- powered watercraft whilst on inland waterways).
4. arising from any **products** after they have ceased to be in **your** custody or control other than food or drink for consumption on **your** premises.
5. caused by or arising out of
 - i. advice, design or specification given by **you** for a fee or
 - ii. professional services rendered by **you** or on **your** behalf.
6. for the first amount of each claim stated as the excess in the schedule arising out of damage to **property**.
7. for the costs incurred by anyone in
 - i. recalling or making refunds in respect of any **products** or **contract work executed**
 - ii. remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by **you**.

Section C – Products liability

Operative clause

Subject to the exclusions, conditions and definitions of this **policy**, **we** will indemnify **you** under this section against

- i. all sums which **you** shall become legally liable to pay as damages and
- ii. **costs and expenses**

in the event of

- a) accidental **bodily injury** to any person; or
- b) accidental loss of or damage to **property**

occurring anywhere in the world during the **period of insurance** and caused by any **products** after they have ceased to be in **your** custody or control.

Limit of indemnity

Our liability for all sums payable in respect of any one **period of insurance** shall not exceed the limit of indemnity detailed in the schedule.

Costs and expenses are payable in addition to the limit of indemnity under this section.

Exclusions

We shall not indemnify **you** against liability

- 1. caused by or arising out of any **products** which
 - i. to **your** knowledge are for delivery or use in the United States of America or Canada or
 - ii. are sold, supplied, erected, repaired, altered, treated, installed in or for use in any aircraft, aerospace device, hovercraft or waterborne craft or for marine or aviation purposes.
- 2. for the costs incurred in the repair, reconditioning, replacement, removal or breaking out of any **products** or part thereof.
- 3. arising out of loss of or damage to **products**.
- 4. for the costs incurred by anyone in recalling or making refunds in respect of any **products**.

General extensions

These extensions are subject to all other terms of this **policy** so far as they can apply unless otherwise stated.

1. **Contractual liability**

Notwithstanding General exclusion 9, **we** will indemnify **you** under any section of this **policy** against liability in respect of **bodily injury** or loss of or damage to **property** as follows:

To the extent that any contract or agreement entered into by **you** with any principal so requires, **we** will indemnify **you** against liability assumed by **you** in respect of liability which arises out of the performance by **you** of such contract or agreement provided that

- i. the conduct and control of claims is vested in **us**
- ii. the indemnity granted by Section A – Employers liability shall apply only in respect of liability to any **employee**
- iii. nothing in this extension shall increase **our** liability to pay any amount in excess of the limit of indemnity under any section of this **policy**.

For the purpose of this extension, "principal" means the other party to a contract or agreement for whom **you** are undertaking work or services or providing **products** where such party is responsible for setting out the terms of the contract or agreement.

2. **Cross liabilities**

If the policyholder named in the schedule comprises more than one party, **we** will treat each party as though a separate **policy** had been issued to each of them.

However, nothing in this extension shall increase **our** liability to pay any amount in excess of the limit of indemnity under any section of this **policy**.

3. **Compensation for court attendance**

In the event of any of **your** directors, partners or **employees** attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this **policy**, **we** will provide compensation at the following rates for each day on which attendance is required:

- | | | |
|-----|-------------------------|---------------|
| i., | any director or partner | € 300 per day |
| ii. | any employee | € 150 per day |

subject to a maximum aggregate limit in the **period of insurance** of € 7,500.

4. **Legal expenses arising from Health and Safety legislation**

In the event of any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the Health and Welfare at Work Act 1989 or similar legislation in the Republic of Ireland, **we** will provide indemnity up to the limit of indemnity against legal fees and expenses incurred in representing **you** in such proceedings, including appeals the results 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**.

This indemnity will not apply

- i. in respect of fines or penalties of any kind
- ii. to proceedings consequent upon any deliberate act or omission on **your** part
- iii. where **you** have effected a legal expenses insurance policy
- iv. to persons other than **you** or any of **your** directors, partners, proprietors or **employees**.

General exclusions

Applicable to all sections of the **policy** unless stated otherwise.

We will not indemnify **you** against liability

1. in respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part.
2. *(Not applicable to Section A – Employers' liability)*
caused by or arising out of the deliberate, conscious or intentional disregard of **your** obligation to take all reasonable steps to prevent **bodily injury** or loss of or damage to **property**.
3. *(Not applicable to Section A – Employers' liability)*
caused by or arising out of liquidated damages clauses, penalty clauses or performance warranties unless such liability would have attached in the absence of such clauses or warranties.
4. directly or indirectly caused by or arising out of terrorism. This exclusion also excludes loss, damage, costs or expenses of whatsoever nature directly or indirectly caused by or arising out of 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 exclusion any loss, damage or expense is not indemnified by this insurance the burden of proving to the contrary shall be upon **you**.
5. directly or indirectly caused by or contributed by or arising from
 - 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 thereofprovided that in respect of claims arising out of injury which form the subject of indemnity under Section A – Employers' liability this exclusion shall only apply to liability
 - a) of any party to whom indemnity is granted by way of Extension 1 or their personal representative; or
 - b) assumed by **you** by agreement which would not have attached in the absence of such agreement.
6. for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.
7. for the first amount of each claim stated as the excess in the schedule.
8. which forms the subject of insurance by any other policy and this **policy** shall not be drawn into contribution with such other insurance.
9. which is assumed by **you** under agreement unless such liability would have attached in the absence of such agreement.
10. *(Not applicable to Section A – Employers' liability)*
caused by or arising out of **pollution**
But **we** will indemnify **you** under Section B- Public liability or Section C- Products liability of this **policy** against liability in respect of accidental **bodily injury** or accidental loss of or damage to **property** caused solely by **pollution** which results from a sudden, identifiable, unintended and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the **period of insurance** provided that
 - i. all **pollution** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place;
 - ii. **we** shall not indemnify **you** against liability in respect of **pollution** happening anywhere in the United States of America or Canada
 - iii. nothing in these provisos shall increase **our** liability to pay damages costs fees and expenses in excess of the limit of indemnity in the schedule in the aggregate in respect of any one **period of insurance**.
11. directly or indirectly occasioned by happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
12. arising out of failure of any computer system, whether or not **your property**, to be date or time compliant including failure of any correction attempted correction conversion renovation rewriting or replacement of any computer system relating to date or time compliance.
13. in respect of any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence to a loss.

General conditions

Applicable to all sections of the **policy** unless stated otherwise.

1. The due observance and fulfilment of the terms conditions and endorsements of this **policy** insofar they relate to anything to be done or complied with by **you** shall be a condition precedent to **our** liability to make any payment under this **policy**.
2. Any written proposal and/or declaration made by **you** shall form the basis of this contract of insurance and is deemed to be incorporated herein.
3. Any phrase or word in this **policy** and the schedule will be interpreted in accordance with the laws of Ireland. The **policy** and the 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 may appear.
4. If any claim under this **policy** is in any respect fraudulent this **policy** shall become void and all benefit hereunder shall be forfeited.
5. The truth of statements, answers and information supplied in connection with this **policy** shall be a condition precedent to **our** liability to make any payment under this **policy**.
6. **You** shall give notice to **us** of any alteration or circumstance which materially affects the risks insured under this **policy** and until **we** are advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and **you** have paid or agreed to pay the additional premium (if any) **we** shall not be liable in respect of any claim or claims due wholly or partially to such alteration or circumstance.
7. **You** shall give immediate notice in writing to **us** of any occurrence that may give rise to a claim under this **policy** and shall give all such additional information as **we** may require. Every impending prosecution, inquest or fatal accident enquiry claim, writ, summons or process and all documents relating thereto shall be forwarded to **us** immediately they are received.
8. **You** shall make no admission, offer, promise or payment without **our** written consent and **we** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name for **your** own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and **you** shall give all such information and assistance as **we** may reasonably require.
9. **We** may at any time pay to **you** in connection with any claim or series of claims under this **policy** to which an indemnity applies the limit of indemnity (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made, **we** shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of defence costs incurred prior to the date of such payment (unless the limit of indemnity is stated to be inclusive of defence costs).

However if **we** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the limit of indemnity and such excess amount is insured either in whole or in part with defence costs payable in addition to the limit of indemnity under this **policy** then **we** will also contribute **our** proportion of subsequent defence costs incurred with **our** consent.
10. If in respect of any claim under this **policy** there is any other insurance or indemnity in **your** favour in force relative to such claim, or there would be but for the existence of this **policy** **our** liability shall be limited to the amount in excess of that which is or would have been payable (but for the existence of this **policy**) in respect of such claim but subject always to the limit of indemnity.
11. Where the premium is provisionally based on **your** estimates **you** shall keep accurate records and within 90 days of the expiry of the **period of insurance** declare such particulars as **we** require. The premium shall then be adjusted and any difference paid or allowed to **you** as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to **employees** the required declaration shall also include remuneration to all persons defined as **employees** by this **policy**. Failure to declare such particulars to **us** shall entitle **us** to estimate if **we** so wish such particulars and to assess further premium payment due calculated on such estimated particulars.
12. **We** may cancel this **policy** by giving **you** 30 days' notice in writing of such cancellation to **your** last known address.
13. There Under the relevant European and Irish legal provisions **we** and **you** are free to choose the law applicable to this **policy**. We propose that Irish law will apply.
14. All monies which become or may become payable by **you** under this **policy** shall in accordance with section 93 of the Insurance Act 1936 be payable and paid in Ireland.
15. The stamp duty on this **policy** has been or will be paid to the Revenue Commissioners in accordance with the provisions of section 113 of the Finance Act 1990.

Complaints and service of suit

Claims

In the event of a claim please contact:

McLarens Loss Adjusters

77 Sir John Rogerson's Quay, Dublin 2

Telephone Number (01) 6401913

Complaints

Any enquiry or concern about this **policy** should be addressed in the first instance to **your** Broker.

If **you** remain dissatisfied and wish to make a complaint, **you** may refer the matter at any time to the following to review **your** case without prejudice to **your** rights in law:

Mr Eamon Egan
Lloyd's Ireland Representative Limited
70 Sir John Rogerson's Quay
Dublin 2
Ireland

Tel: +353 1 6 313 600

Service of suit

We agree that all summonses, notices or processes requiring to be served on **us** for the purpose of instituting legal proceedings against **us** in connection with this insurance shall be properly served if addressed to **us** and delivered care of the Lloyd's Underwriters Sole General Representative in Ireland who has authority to accept service on **our** behalf.

By giving this authority to the Lloyd's Underwriters Sole General Representative in Ireland **we** do not renounce **our** right to any special delays or periods of time to which **we** are entitled for the service of any such summonses, notices or processes by reason of **our** residence or domicile in England.

Endorsements

Operative as indicated in the Schedule