

# Worldwide Insurance Brokers and Advisors Ltd Tradesman Liability Policy

(Arranged and managed by Worldwide Insurance Brokers and Advisors Ltd and underwritten by SureStone Insurance dac)

Scheme Reference No: WWTCL2017

This Policy together with the Schedule form a contract between **you** and **us** that is based upon the information **you** have provided and **your** Statement of Facts and any other information that **you** have supplied.

**We** have agreed to insure **you** subject to the Conditions and Exclusions in this Policy and in any Endorsements attaching to it.

**We** will indemnify **you** for any liability that occurs during the **period of insurance** for which **you** have paid or agreed to pay the premium - subject to the Conditions and Exclusions in this Policy and in any Endorsements attaching to it.

For and on behalf of SureStone Insurance dac

Signed:

A handwritten signature in blue ink, appearing to be 'R. G. F. C.', written over a large, light grey 'SPE' watermark.

Underwriter

SureStone Insurance dac is authorised and regulated by the Central Bank of Ireland.  
Registered in Ireland NO 340407

## 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 and/or the risk changes please let **your** Insurance Adviser / Broker know immediately.

**We** would remind **you** that **you** must advise **your** Insurance Adviser / Broker immediately of any facts or changes which might affect **our** assessment or acceptance of this insurance. If **you** do not disclose all relevant and material facts **you** may invalidate **your policy** or **your policy** may not operate fully.

## **NOTICE TO THE INSURED**

Any complaint you may have in relation to this Policy should be addressed in the first instance to:

The Complaints Manager – Sedgwick  
Merrion Hall, Strand Road  
Sandymount, Dublin 4,  
D04 P6C4,  
Ireland

Alternatively you may contact:

SureStone Insurance dac,  
Merrion Hall, Strand Road,  
Sandymount, Dublin 4,  
D04 P6C4,  
Ireland

enquiries@surestoneinsurance.ie

SureStone Insurance dac will acknowledge your complaint, in writing, within five (5) business days of the complaint being made. It will also inform you of the name of one or more individuals who will be your point of contact regarding your complaint until such time as the complaint is resolved or cannot be progressed any further.

SureStone Insurance dac will provide you with an update on the progress of the investigation of your complaint, in writing, within twenty (20) business days of the complaint being made.

SureStone Insurance dac will aim to provide you with its decision on your complaint, in writing, within forty (40) business days of the complaint being made.

Should you remain dissatisfied with the final response from the above or if you have not received a final response within forty (40) business days from the date of the complaint being made, you may be eligible to refer your complaint to the Financial Services Ombudsman (FSO).

The contact details of the FSO are as follows:

Financial Services Ombudsman  
3<sup>rd</sup> Floor, Lincoln House,  
Lincoln Place,  
Dublin 2, Ireland

Tel: +353 1 6620 899, Fax: + 353 1 6620 890  
E-Mail: enquiries@financialombudsman.ie

The complaints handling arrangements as outlined above are without prejudice to your rights in law.

SureStone Insurance dac is authorised and regulated by the Central Bank of Ireland for the conduct of business rules. **Insurance Act 1936**

All monies which become or may become payable by SureStone Insurance dac to the Insured, shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland

### **Stamp Duties Consolidation Act 1999**

The appropriate Stamp Duty has been paid or will be paid in accordance with the provisions of Section 5 of the stamp Duties Consolidation act 1999.

## Notification of Claims

The designated Claims Handler in respect of this Policy is:

Sedgwick  
Merrion Hall, Strand Road  
Sandymount, Dublin 4,  
D04 P6C4,  
Ireland

Tel: +353 1 2611 434, E-Mail: [fnol@ie.sedgwick.com](mailto:fnol@ie.sedgwick.com)

## Data Protection Acts 1988 - 2003

We may store **your** information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). **We** will only disclose **your** personal details to third parties if it is necessary for the performance of **your** contract with **us**.

In order to assess the terms of the insurance contract or administer claims that arise, **we** will need to collect data that the Data Protection Acts 1988 – 2003 define as sensitive such as medical history or criminal convictions. By proceeding with this contract **you** will signify **your** consent to such information being processed by **us** or **our** agents.

**We** will keep **your** information secure at all times. In certain circumstances, for example for systems administration purposes, **we** may have to transfer **your** information to another country, which may be a country outside the European Economic Area ("EEA"). By proceeding with **your** insurance application, **we** will assume that **you** are agreeable for **us** to transfer **your** information to a country outside the EEA.

# 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**

SureStone Insurance dac
  
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 and to the extent stipulated therein.
    - 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 as specified in the Policy Schedule and no other whatsoever for the purposes of this insurance, carried on in the Republic of Ireland including the following activities

  - i. ownership use repair maintenance and decoration of premises occupied by **you** other than use / ownership of a Retail Premises open to the public for retail purposes
  - 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. **Retail Premises**

Premises used for the sale or hire of goods by retail or the retail provision of services
  
6. **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**.
  
7. **Employee**

Any person who is

  - i. employed by **you** under a contract of service or apprenticeship
  - 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 homemaker employed under a contract to personally carry out any work in connection with the **business** while they are engaged in that work.
  
8. **Principal**

Any firm or individual for whom **you** are carrying out a contract in respect of legal liability arising from or out of or in connection with the performance by **you** of that contract but only to the extent agreed under that contract

9. **Products**  
Any tangible products or goods (including containers, labelling, instructions or advice provided in connection therewith) which are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed or serviced by **you** in the course of the **business**.
10. **Bodily injury**  
Death, injury, illness, disease or nervous shock.
11. **Property**  
Physical Property which is both material and tangible.
12. **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**.
13. **Pollution**  
i. Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory and  
ii. all loss, damage or injury directly or indirectly caused by such pollution or contamination.
14. **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.
15. **Contract work executed**  
The permanent or temporary work executed or to be executed 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 all materials brought to the site of that work for incorporation therein and any other materials, plant, tools, equipment and temporary buildings/structures thereon for the purpose of the execution of the works.

# **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 accidental **bodily injury** sustained by any **employee** occurring during the period of insurance and arising 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 incident or all events or incidents of a series consequent on or attributable to one source or original cause shall not exceed the limit of indemnity detailed in the policy schedule.

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** or
- 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** as detailed in the Policy Schedule

- a. in the Republic of Ireland, Northern Ireland, United Kingdom, Channel Islands, and the Isle of Man. or
- 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 for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one event or incident or all events or incidents of a series consequent on or attributable to one source or original cause shall not exceed the limit of indemnity detailed in the policy schedule.

**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 or sold 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 agreement or other agreement and which would not have attached in the absence of such tenancy agreement or other 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**.

# Exclusions

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

1. for accidental **bodily injury** sustained by an **employee**
2. for loss of or damage to the **contract work executed**
3. 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** as per Extension 2 hereof) which are temporarily occupied by **you** for the purpose of carrying out work in or to such premises.
4. 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.
5. 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).
6. 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.
7. caused by or arising out of advice, design or specification given by **you** for a fee
8. for the first amount of each claim stated as the excess in the schedule arising out of damage to **property**.
9. 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 irrespective of the number of claims or claimants.

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

## Exclusions

**We** shall not indemnify **you** against liability

1. arising under Sections A and/or sections B of the policy
2. 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.
3. for the costs incurred in the repair, reconditioning, replacement, removal or breaking out, servicing, reinstating or arising from a reduction in value of any **products** or part thereof.
4. arising out of loss of or damage to **products**.
5. for the costs incurred by anyone in recalling or making refunds in respect of any **products**.
6. for loss of or damage to the **contract work executed**

# 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 8, **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 only that any industry standard form of 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**.
- iv. the principal is not otherwise insured

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 <b>employee</b>     | € 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, at the prior written consent of SureStone Insurance dac, **we** will provide indemnity up to a limit of €100,000 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** as detailed in the schedule and provided always that

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**.
- v. unless the act or omission or alleged act or omission giving rise to such proceedings is the subject of indemnity under Sections A, B or C of this policy

# 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. 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.
3. 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**.
4. 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.
5. 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.
6. for the first amount of each claim stated as the excess in the schedule.
7. which forms the subject of insurance by any other policy and this **policy** shall not be drawn into contribution with such other insurance.
8. which is assumed by **you** under agreement unless such liability would have attached in the absence of such agreement.
9. *(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 single incident and such incident takes place in its entirety at a known 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**.
10. 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.
11. 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.
12. 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.

13. directly or indirectly caused by or contributed by or arising from Hazardous Work as detailed below
- a. work on gasholders, towers, steeples, bridges, viaducts, blast furnaces, chimney or well shafts, dams or tunnels, mines, colliery winding gear and hangers for any purpose.
  - b. work involving the making of excavations exceeding three metres in depth from the surface.
  - c. work at a height greater than 15m from the ground surface or if working internally a height greater than 15m from the floor surface
  - d. demolition of any kind unless such work forms part of a contract for the erection, reconstruction, alteration or repair of buildings or structures and provided that such demolition is by hand held tools only.
  - e. piling, the use of explosives, water diversion, quarrying, tunnelling or work under water.
  - f. the felling or lopping of trees
  - g. work in or on power stations, nuclear installations, refineries, bulk storage tanks, oil gas or chemical works, aircraft, hovercraft, watercraft, wharves, piers or jetties, railways, railway stations or airports (airside).
  - h. Stand-alone Roofing Contracts not forming part of a contract for the erection, reconstruction, alteration or repair of buildings or structures
  - i. heat work of any description (including the use of angle grinders where heat is generated) away from the Insured's own premises unless such work / activity complies with the following condition precedent:

It is a condition precedent to **our** liability to make any payment under this **policy** that prior to commencement of such heat work (per paragraph i. above) all the following precautions are complied with in each instance involving the use of heat (as defined below) by or on behalf of the Insured and taking place elsewhere than on the Insured's own premises.

**A Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers.**

- i) Permission to use the equipment must be obtained from a person acting for the occupier of the site and a Hot Work Permit completed in the form provided by the occupier or using one devised by the Insured and covering the 8 issues / conditions as laid out herein and provided always that the completion of the Hot Work Permit shall not vary or waive any of the undertakings or conditions contained in this Exclusion.
- ii) The area within 3 metres of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material; other combustible material must be covered by sand or over-lapping sheets or screens of non-combustible material. Openings in floors walls ceilings roofs or ducts within the Hot Work Area are to be closed covered sealed or otherwise rendered impervious to the passage of fire.
- iii) At least two adequate and appropriate portable Fire Extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected. All persons engaged in the Hot Work shall be made aware of the location of all fire-fighting equipment.
- iv) A fire safety check of the area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.
- v) Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use.
- vi) A person must be appointed by the Insured to act as an observer to watch for signs of smoke or smouldering or flames.
- vii) Gas cylinders not in immediate use must be removed to an open area at least 15 metres from where the heat is to be applied.
- viii) Paragraph vi) above does not apply solely in respect of the application of heat by means of blow lamps, blow torches, hot air guns or hot air strippers.

**B Use of heat involving asphalt, bitumen, tar, pitch or lead heaters.**

The heating must be carried out in the open in a vessel designed for that purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

14. where indemnity provided under this Policy would be in breach of any sanction, prohibition or restriction imposed by law or regulation
15. arising from or out of or in connection with pyrite, products containing pyrite or from pyritic heave or lift or the consequences of same
16. Arising from the ownership or use of a **Retail Premises** open to the public for retail purposes

# 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 Statement of Facts 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. It is a condition precedent to **our** liability to make any payment under this **policy** that **you** shall give immediate 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. It is a condition precedent to **our** liability to make any payment under this **policy** that **you** shall give immediate notice in writing to the designated Claims handler as detailed in the "Notice to the Insured" section of this document of any occurrence that may possibly give rise to a claim under this **policy** and shall give all such additional information as may be required.
8. It is a condition precedent to **our** liability to make any payment under this **policy** that **you** shall provide full unconditional cooperation and assistance and access to all records including training manual records and the like, to **us** and/or **our** designated Claims handlers in **our** investigations into any claim or event likely to give rise to a claim under this **policy**, the handling of the defence of that claim and any legal proceedings arising therefrom.
9. It is a condition precedent to **our** liability to make any payment under this **policy** that every impending prosecution, inquest or fatal accident enquiry claim, writ, Injuries Board application, summons or process and all documents relating thereto shall be forwarded to them immediately they are received.
10. It is a condition precedent to **our** liability to make any payment under this **policy** that **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.
11. **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 whatsoever 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.
12. 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.
13. It is a condition precedent to **our** liability to make any payment under this **policy** that 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.
14. **A) We** may cancel this **policy** by giving **you** 30 days' notice in writing of such cancellation to **your** last known address.

**B)** You may cancel this **policy** within 14 days of the policy start date in the first year of insurance by giving written notice to your insurance broker at the address shown in their correspondence or to Worldwide Insurance Brokers and Advisors Ltd., at the address shown on your policy, provided:

- no claims have been made under the policy for which **we** have made a payment
- no claims have been made under the policy which are still under consideration
- no incidents likely to lead to a claim have occurred but are yet to be reported to **us**

If a claim has been made or there has been any incident likely to lead to a claim during the current period of insurance **we** will not refund the unused part of the premium. This right does not apply to any renewal of the policy.

The premium shown on your **Policy Schedule** is otherwise a minimum premium, and no refund will be allowed in the event of your cancelling the policy after the 14-day period following the start date.

15. 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.

16. **Bona Fide sub-contractors' condition**

It is a condition precedent to **our** liability to make any payment under this **policy** that whenever a bona fide sub-contractor is engaged by **you** to perform work for **you** or on **your** behalf

**you** obtain confirmation that such bona fide subcontractor has in full force and effect policies covering Employers' liability with an indemnity limit of not less than EUR 13,000,000 any one occurrence and Public/products liability with an indemnity limit of not less than EUR 2,600,000 any one occurrence and **you** retain details of such insurances; and

**you** ensure that such policies have been extended to indemnify **you** in respect of any liability which may attach to **you** as a result of work performed by the bona fide subcontractor on behalf of **you** or their principal.

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

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

17. **Personal Protective Equipment Conditions**

It is a general condition for indemnity to apply under this policy that all **employees** are furnished with the required Personal Protective Equipment.

Failure to provide or ensure the necessary Personal Protective Equipment whilst being used at the time of any incident may result in a claim or a proportion of any claim made against **you** and for which indemnity is sought under the terms and condition of the Policy issued to **you**, not being paid.

In addition, it is important to note that the following Conditions Precedents apply:

- i) All **Employees** working at a height greater than 3m from the ground surface (or if working internally from the floor surface) must wear a hard hat/safety helmet.
- ii) All **Employees** working on locations involving construction, alteration or demolition of buildings (or other structures) or involved in excavations must wear steel capped safety boots/shoes and high visibility vests.

The failure to comply with either of these Condition Precedent will result in no indemnity being provided under the Policy issued to **you** and accordingly, no claim made against **you** being paid.

18. Any dispute between **you** and **us** regarding **our** liability in respect of a claim or the amount to be paid, including any disclaimer of liability in respect of a claim, shall in default of agreement, be referred, within twelve calendar months of the dispute arising or disclaimer of liability, to an Arbitrator to be appointed jointly by **you** and **us** in agreement, or failing agreement, 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 us both. If the dispute or disclaimer of liability has not been referred to Arbitration by **you** within the said twelve calendar month period then **your** claim under the **policy** shall be deemed to have been abandoned and shall not be recoverable thereafter.

19. It is a condition precedent to our liability to make any payment under this policy that **you** shall remit to **us** the amount of any excess detailed in the schedule upon reasonable request by **us** for such excess amount.

20. **Financial or Trade Sanctions**

**We** shall not provide any benefit under this contract of insurance 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.

SPECIMEN

# **Endorsements**

## **Operative only if indicated in the Schedule**

### **(PL22-1000) – EXCESS APPLICABLE TO SECTIONS B AND C OF THE POLICY**

The Company will not indemnify the Insured in respect of the first €1,000 of each and every claim arising under Sections B and C of the Policy.

If any amount paid by the Company includes the above amount the Insured shall reimburse the Company forthwith.

Subject otherwise to the Terms Exceptions and Conditions of this Policy.

### **(PL58-ANY) - PDH/SHOPS/OFFICES LIMITATION**

Where Policy Schedule Business Description Permits, cover provided by this Policy is limited to work in or on Private Dwelling Houses, Shops and Offices - special attention is drawn to the limitations detailed in General Exclusion 13 of the **Policy** document.

### **(PL58-PDH Etc) - PDH/SHOPS/OFFICES/SCHOOLS/PUBS/CLUBS/HOTELS LIMITATION**

Where Policy Schedule Business Description Permits, cover provided by this Policy is limited to work in or on Private Dwelling Houses, Shops, Offices, Schools, Public Houses, Social Clubs and Hotels - special attention is drawn to the limitations detailed in General Exclusion 13 of the **Policy** document.

### **(PL58-4) - PDH/SHOPS/OFFICES LIMITATION**

Where Policy Schedule Business Description Permits, cover provided by this Policy is limited to work in or on Private Dwelling Houses, Shops and Offices - special attention is drawn to the limitations detailed in General Exclusion 13 of the **Policy** document.

### **(PL10) - FAILURE TO PERFORM (EFFICACY) EXCLUSION**

The Company will not indemnify the Insured in respect of liability arising out of the failure of any Goods to fulfil their intended purpose.

Subject otherwise to the Terms Exceptions and Conditions of this Policy.

### **(PL66) – CONTRACT CLEANERS LIMITATION CLAUSE**

It is a condition precedent to liability that all external window cleaning be carried out (unaided) at ground level or by the use of a reach pole system being operated at ground level.

Subject otherwise to the Terms Exceptions and Conditions of this Policy.

### **(PL32) - WOODWORKING MACHINERY EXCLUSION CLAUSE**

The Company will not indemnify the Insured in respect of liability arising out or in connection with the use of woodworking machinery other than hand-held power tools.

Subject otherwise to the Terms Exceptions and Conditions of this Policy.

### **(PL81) – HAND TOOLS ONLY RESTRICTION**

This Policy has been underwritten on the basis of the use of hand tools only and no consideration has been paid for the use of any other equipment or machinery.

Subject otherwise to the Terms Exceptions and Conditions of this Policy.