

## CONTRACTORS COMBINED LIABILITY INSURANCE CERTIFICATE

### The Contract of Insurance

This **Certificate** is a contract of insurance between **You** and **Us**. In return for the premium shown in the **Schedule** that **You** have paid or agreed to pay **We** agree to insure **You** in accordance with the terms and conditions contained in this **Certificate** and any **Endorsement**.

This **Certificate** has been arranged and is administered by Manchester Underwriting Management Limited (**MUM**). **MUM** is an insurance intermediary, authorised and regulated by the Financial Conduct Authority. **MUM** are agents of Argo Direct Ltd on behalf of ArgoGlobal SE to the extent agreed under the Contract Number referenced in the **Schedule**.

**Your** insurance is underwritten by ArgoGlobal SE, Aragon House, Dragonara Road, St Julian's, STJ 3140, who are authorised and regulated by the Malta Financial Services Authority (MFSA).

**You** should take the time to read all the **Certificate's** terms, especially the conditions which **You** have to fulfil to ensure that **Your** insurance remains valid and what **You** have to do when making a Claim.

### Important

In deciding to insure **You** and in setting the terms and premium, **We** have relied on the **Proposal**. **You** must ensure that all information provided in the **Proposal** is accurate and complete. **You** must disclose every material fact and circumstance **You** know or ought to know to enable **Us** to assess **Your** insurance risk, both at the commencement of the **Period of Insurance** and at any subsequent renewal of this **Certificate**.

It is important that **You**:

- check that the information **You** have given **Us** is accurate and complete;
- comply with **Your** duties as set out in this **Certificate** and any **Endorsement**.

If this **Certificate** does not meet **Your** requirements, or if **Your** requirements change, **You** should contact **Your Broker** at **Your** earliest opportunity.

### Renewal

**MUM** will write to **Your Broker** at least 21 days before the **Period of Insurance** ends with renewal terms or with full details of the information that **MUM** will require in order to offer renewal terms. Please contact **Your Broker** if **You** do not want to renew this **Certificate**. Occasionally, **We** may not be able to offer to renew **Your Certificate**. If this happens, **We** will write to **Your Broker** at least 21 days before the expiry of **Your Certificate** to allow enough time for **You** to make alternative insurance arrangements.

### Interpretation

- words and expressions appearing in bold type shall bear the meanings given against the word or expression in the section of this **Certificate** headed 'General Definitions'.
- headings are for ease of reference only and shall not be taken into account in construing this **Certificate**.

- references to masculine include the feminine and vice versa;
- the singular includes the plural and vice versa;
- reference to any legislation, statute or statutory provision shall include any amendment or replacement;
- references to any position, title or legislation shall include their equivalent in the relevant jurisdiction.

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## Section A – Employers’ Liability

This is an optional section of cover. Please refer to **Your Schedule** to confirm whether **You** have cover under Section A.

### Operative Clause

Subject to the exclusions, conditions and definitions of this **Certificate**, **We** will **Indemnify You** under Section A against:

- a) all sums which **You** 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 during the **Period of Insurance**:

- i) within the **Republic of Ireland** or
- ii) elsewhere in the world in respect of temporary visits in a non-manual labour capacity by any **Employee** in connection with the **Business** provided that the **Employee** is normally resident in the **Republic of Ireland**.

### Limit of Indemnity

- a) The amount specified in the **Schedule** as the limit of indemnity for Section A.

**Our** liability to **You** under Section A for damages and **Costs and Expenses** payable by **You** in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause will not exceed the amount specified in the **Schedule** as the limit of indemnity for Section A.

- b) Despite anything contained in paragraph a) above, **Our** liability to **You** under Section A for damages and **Costs and expenses** payable by **You** in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause arising out of **Terrorism** will not exceed EUR 5,000,000.

### Extensions applicable to Section A

*These extensions are subject to all other terms of this **Certificate** unless otherwise stated.*

#### Extension 1 - Unsatisfied court judgments

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 months after the date of that judgment.  
**We** will **Indemnify** the **Employee** or their personal representative up to the limit of indemnity 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** will only be in respect of **Bodily Injury** which would otherwise be within the scope of cover of Section A of the **Certificate**;
- iii) any payment made by **Us** will only be in respect of liability for which **You** would have been entitled to **Indemnity** under Section A of the **Certificate** if the judgment had been made against **You**; and
- iv) **We** will 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 must give all information and assistance **We** may reasonably require.

Exclusions applicable to Section A

1. **We** will not **Indemnify You** under Section A against **Your** legal liability for **Bodily Injury** to an **Employee** in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.
2. **We** will not **Indemnify You** under Section A against legal liability arising **Offshore**.

## Section B – Public Liability

This is an optional section of cover. Please refer to **Your Schedule** to confirm whether **You** have cover under Section B.

### Operative Clause

Subject to the exclusions, conditions and definitions of this **Certificate**, **We** will **Indemnify You** under Section B against:

- a) all sums which **You** 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**
- 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 the activities of **Your Business**:

- i) in the **Republic of Ireland** ;
- ii) elsewhere in the world in respect of temporary visits in a non-manual labour capacity by **Your** directors or **Employees** normally resident in the **Republic of Ireland**.

### Limit of Indemnity

**Our** liability to **You** under Section B for damages payable by **You** in respect of all claims arising out of any one event or all events of a series resulting from or attributable to one source or original cause will not exceed the amount specified in the **Schedule** as the limit of indemnity for Section B.

**Costs and expenses** are payable in addition to the limit of indemnity under Section B apart from:

- i) any judgment award or settlement made within; and
- ii) any order made anywhere in the world to enforce, either in whole or in part, a judgment, award or settlement made within

**North America** for which the limit of indemnity for Section B will be the maximum amount payable including **Costs and expenses**.

### Extensions applicable to Section B

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

#### Extension 1 - Defective premises

**We** will **Indemnify You** against **Your** legal liability for **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 of those premises.

#### **Extension 2 - Leased premises**

**We will Indemnify You** against **Your** legal liability for loss of or damage to premises or fixtures or fittings in and on premises during the **Period of Insurance** which are leased to **You**.

This **Indemnity** does not apply in respect of **Your** legal liability for:

- i) loss or damage if the liability is assumed under any tenancy or other agreement and would not have arisen in the absence of that tenancy or agreement; or
- ii) the first EUR 250 of that loss or damage.

#### **Extension 3 - Contingent liability (non-owned vehicles)**

For the purposes of this Extension 3 - "**You/Your**" is restricted to the policyholder named in the **Schedule** and any associated or subsidiary company of the policyholder provided it has been notified and agreed by **Us**.

**We will Indemnify You** against **Your** legal liability for **Bodily Injury** and loss of or damage to **Property** occurring during the **Period of Insurance** arising out of the use of any motor vehicle in connection with the **Business** which is not **Your Property** or leased or hired to **You** and is not provided by **You**.

This **Indemnity** does not apply in respect of:

- i) loss of or damage to a vehicle being driven by **You**;
- ii) **Bodily Injury** or loss of or damage to **Property** while that vehicle is being driven by **You**;
- iii) liability arising from circumstances in which it is compulsory for **You** to insure or provide security in respect of any vehicle as a requirement of relevant Road Traffic Act legislation;
- iv) a vehicle being used outside the **Republic of Ireland**.

#### **Extension 4 - Overseas personal liability**

Where **You** or any of **Your** directors or **Employees** are temporarily visiting a country outside the **Republic of Ireland** during the **Period of Insurance** in connection with the **Business**, **We will Indemnify You** and:

- i) if **You** are an individual, **Your** spouse and child(ren) accompanying **You**; and
  - ii) any of **Your** directors or **Employees**; and
  - iii) any spouse or child(ren) of **Your** directors or **Employees** accompanying them
- against legal liability incurred in a personal capacity for accidental **Bodily Injury** or loss of or damage to **Property** occurring during that visit.

#### **Extension 5 - Car park and cloakroom liability**

**We will Indemnify You** against legal liability in respect of accidental loss of or damage, occurring during the **Period of Insurance**, to vehicles or personal effects of other persons which **You** hold in trust or in **Your** custody or control as long as those vehicles and personal effects:

- i) are not being stored by **You** for a fee or other consideration and/or
- ii) are not held in trust by **You** or in **Your** custody or control for the purpose of work being carried out on them.

#### **Extension 6 – Environmental costs**

**We will Indemnify You** against:

- a) the costs of any **Remediation** legally required or ordered by any statutory authority or regulator acting in accordance with the terms of any **Environmental Legislation** to be conducted by **You**; and

- b) liability for the costs of any **Remediation** conducted by any statutory authority or regulator and legally sought from **You** by that statutory authority or regulator in accordance with the terms of any **Environmental Legislation** provided that
- 1) all **Pollution** which arises out of one incident shall be deemed to have occurred at the time such incident takes place;
  - 2) under this Extension **We** shall **Indemnify You** only to the extent that the **Remediation** to which the indemnified costs relate is the minimum necessarily conducted under the provisions of **Environmental Legislation**;
  - 3) **We** shall not provide **Indemnity** under this Extension against any costs or any liability for costs of **Remediation** arising out of **Pollution**:
    - i) occurring outside the Republic of Ireland ;
    - ii) consisting of any radioactive substances or Asbestos;
    - iii) arising out of genetically modified organisms.
  - 4) **We** shall not provide **Indemnity** under this Extension against any costs or any liability for costs of **Remediation** carried out on or in order to protect any **Property** belonging to or in **Your** custody or under the control other than premises leased rented hired and not belonging to **You** but temporarily occupied by **You** for the purpose of maintenance, alteration, extension, installation or repair;
  - 5) **Our** liability under this Extension for costs payable in respect of all **Remediation** which is deemed to have occurred during any one **Period of Insurance** shall not in the aggregate exceed EUR 100,000 and the total amount payable under this Extension and otherwise under Section B for all damages in respect of **Pollution** which is deemed to have occurred during any one period of insurance shall not exceed in the aggregate during any one **Period of Insurance** the amount stated as the limit of indemnity for Section B in the **Schedule**;
  - 6) **We** shall not provide **Indemnity** under this Extension against any costs or any liability for costs of **Remediation** to the extent they relate to:
    - i) any measures to prevent the spread of any **Pollution** or the removal of an immediate threat of **Pollution**;
    - ii) the removal or disposal of any waste deposited by **You** or on **Your** behalf;
    - iii) any amounts payable by way of compensation to third parties affected by such **Pollution**;
    - iv) any amounts payable by way of fines or penalties;
    - v) any costs and expenses incurred by **You** or prosecution costs and expenses awarded against **You** in connection with any criminal proceedings arising out of the **Pollution**;
    - vi) any works or operations that improve the state or condition of water or land in comparison with its state or condition immediately prior to the incident that caused the **Pollution**;
    - vii) any reinstatement reintroduction or restoration of flora or fauna;
    - viii) any restoration of natural habitats or species protected under **Environmental Legislation**.

#### **Extension 7 - Legionellosis**

General Exclusion 20 shall not apply to any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like provided that:

- a) **We** will only **indemnify You**
  - i) in respect of all sums which **You** become legally liable for in damages and **Costs and expenses** arising from **Pollution** which arise out of or are a



consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like where the claim is first made in writing to **You** during the **Period of Insurance**; or

- ii) if the first notification of a circumstance which has caused or is alleged to have caused **Bodily Injury** and can be reasonably expected to give rise to a legal liability arising from **Pollution** which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like is notified to the **Us** during the **Period of Insurance** or within thirty days (30) after expiry of the same **Period of Insurance**
- b) **Our** liability under this Extension for all damages and **Costs and expenses** shall not exceed the limit of indemnity shown in the **Schedule** or EUR 1,000,000 (whichever is the lesser sum) and for all sums for which **You** become legally liable arising from **Pollution** shall not exceed the limit of indemnity shown in the **Schedule**
- c) This Extension shall not apply to any legal liability arising from **Pollution** which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like if before the **Period of Insurance** **You** had become aware of circumstances which have given or may give rise to such **Pollution**.

#### **Exclusions applicable to Section B**

**We** will not **Indemnify You** under Section B against **Your** legal liability:

1. caused by or 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**;
2. for damage to materials, parts or equipment furnished in connection with performance of the **Work Away** but this limitation shall not be applied to **Products** previously supplied under any previous contract;
3. for damage to **Property** that is removed, repaired, adjusted, altered, reinstated, withdrawn or disposed of in the course of and necessitated by the performance of the **Work Away**;
4. for any expenditure incurred by **You** or others for the removal, repair, adjustment, alteration, reinstatement, withdrawal, inspection or disposal of the **Work Away** as a result of any defect (suspected or known) in or unsuitability for the intended purpose of the **Work Away**.

## Section C – Products Liability

This is an optional section of cover. Please refer to **Your Schedule** to confirm whether **You** have cover under Section C.

### Operative Clause

Subject to the exclusions, conditions and definitions of this **Certificate**, **We** will **Indemnify You** under Section C against:

- a) all sums which **You** become legally liable to pay as damages; and
- b) **Costs and expenses**

in the event of:

- i) accidental **Bodily Injury** to any person;
- ii) 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 to **You** under Section C for damages payable by **You** in respect of or arising out of any one event or all events of a series resulting from or attributable to one source or original cause will not exceed the sum in the **Schedule** as the limit of indemnity for Section C.

**Our** liability to **You** under Section C for damages payable by **You** in respect of all claims arising during one **Period of Insurance** will not exceed the sum in the **Schedule** as the limit of indemnity for Section C.

**Costs and expenses** are payable in addition to the limit of indemnity under Section C.

### Exclusions applicable to Section C

**We** will not **Indemnify You** under Section C against **Your** legal liability caused by or arising out of any **Products** which:

- i) to **Your** knowledge are to be sold, supplied, erected, repaired, altered, treated, installed in or for use for delivery or use in **North America**;
- ii) are sold, supplied, erected, repaired, altered, treated, installed in or for use in any **Aircraft**, hovercraft or waterborne craft or for marine or aviation purposes.

## General Extensions

*These extensions are subject to all other terms of this **Certificate** unless otherwise stated.*

### 1. **Indemnity to Principals**

Notwithstanding General Exclusion 1 **We** will **Indemnify** any party including any **Principal** whom under contract or agreement **You** have agreed to **Indemnify** but only to the extent required by such contract or agreement and only to the extent that liability arises solely out of the work performed by **You** or on **Your** behalf and provided that:

- a) such party or **Principal** shall, as though they were **You**, observe, fulfil and be subject to the terms and conditions of this **Certificate** in so far as they can apply; and
- b) **Our** liability under this Extension shall in no way operate to increase any Limit of Indemnity.

### 2. **Cross liabilities**

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

However, nothing in this Extension will increase **Our** liability to pay more than the applicable limit of indemnity under the applicable Section of this **Certificate**.

### 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 **Certificate**, **We** will provide compensation at the following rates for each day on which attendance is required:

- i) any director or partner EUR 500 per day;
- ii) any **Employee** EUR 250 per day

limited in total for all court appearances commenced during the **Period of Insurance** to EUR 10,000, which is payable in addition to the limits of indemnity specified in the **Schedule**.

### 4. **Prosecution defence costs**

#### **Definitions:**

- Applicable Legislation**
- Safety, Health and Welfare at Work Act 2005 or similar legislation in the Republic of Ireland
  - Any legislation relating to corporate manslaughter or homicide

**You / Your** Is limited to paragraphs a) to c) i) of the General Definition of “**You**”.

#### **We will Indemnify You** against:

- a) costs and expenses incurred with **Our** written consent:
  - i) in the defence of any criminal proceedings brought against **You** in respect of an offence under or breach, whether actual or alleged, of any **Applicable Legislation** provided that the offence or breach is committed or is alleged to have been committed within the **Republic of Ireland**

- during the **Period of Insurance** in the course of the **Business**;
- ii) in an appeal against a conviction arising from the above criminal proceedings;
  - b) any prosecution costs awarded against **You** arising from those proceedings stated in paragraph a) above;
  - c) Costs and expenses incurred with **Our** written consent of **Your** legal representation at an inquiry ordered under any **Applicable Legislation** provided that the incident giving rise to the inquiry occurred within the **Republic of Ireland** during the **Period of Insurance** in the course of the **Business**

all of which proceedings or inquiry result from any matter which is the subject of **Indemnity** under a Section of this **Certificate** which is stated to be applicable or covered in **Your Schedule**.

For the purpose of this Extension **Our** total liability will not exceed EUR 1,000,000 in total for costs and expenses incurred with **Our** written consent in respect of sub-paragraphs a) and c) above inclusive of EUR 100,000 in total for all prosecution costs awarded against **You** in respect of sub-paragraph b) above, which is included within the limit(s) of indemnity specified in the **Schedule**, for all offences and breaches committed or alleged to have been committed and all incidents occurring during the **Period of Insurance**. For the avoidance of doubt **Our** total liability under this Extension will not exceed the sum of EUR 1,000,000.

#### **Conditions**

1. **We** will refer claims under this Extension to one of **Our** panel of expert legal advisors but **You** can appoint **Your** own legal representative should **You** wish.
2. If you elect to appoint **Your** own legal representative the **Indemnity** under this Extension will be payable for their services on the basis of **Our** standard terms of appointment for legal representation or other reasonable terms of appointment to which **We** agree, **Our** agreement not to be unreasonably withheld.
3. **We** are entitled to have sight of the appointed legal representative's file relating to the defence of a prosecution or representation at an inquiry which is the subject of a claim under this Extension and **You** are considered to have provided consent for **Us** or **Our** appointed agent to have sight of the file for auditing, quality and cost control purposes.
4. At any time **We** may seek an independent barrister's opinion as to the prospects of success in defending the prosecution. If the opinion is that a "not guilty" plea does not have a reasonable prospect of success then **We** will advise **You** of that opinion. Should **You** elect to continue with a "not guilty" plea then:
  - i) **We** will withdraw **Our** support for **Your** defence and be under no further obligation to **Indemnify You** against any costs incurred from the date of **Your** refusal to accept that opinion; unless
  - ii) **You** obtain an independent barrister's opinion at **Your** own expense which contradicts the opinion that **We** have obtained; in which case
  - iii) **We** will ask the Chairperson or Vice-Chairperson of The Bar of Ireland to

appoint a senior counsel to give a final opinion, at our expense, as to the prospects of success in defending the prosecution.

If the opinion of the senior counsel agrees with **Your** Barrister's opinion then **We** will continue to support **Your** defence, but if it does not **We** will withdraw **Our** support for **Your** defence and be under no further obligation to **Indemnify You** against any costs incurred from the date of the senior counsel final opinion.

This does not affect **Your** rights under "General Condition 2 "Arbitration", nor (if **You** meet the criteria) to refer a dispute to the Financial Services Ombudsman's Bureau by following the complaints procedure in "Complaints".

5. In the event that **You** are dissatisfied with the service provided by the appointed legal representative:

i) during the proceedings **You** should raise this with them in the first instance. If **You** remain dissatisfied and they

a) are a member of **Our** panel **You** can complain to **Us** by following the complaints procedure in "Complaints";

b) were **Your** own appointment **You** could elect to replace them, but **You** must understand that:

- this could prolong the court case;
- whilst the consequences could be to your advantage they might be to your disadvantage;
- this is likely to incur increased costs for which **We** would only **Indemnify You** if **You** have made **Us** aware of your dissatisfaction and if **We** have given **Our** written consent to replacement before it happens.

Nothing in this sub-paragraph 5 i) b) removes or diminishes any other provision of this Extension.

ii) after the proceedings have been concluded and a verdict handed down and they:

a) are a member of **Our** panel **You** may complain to us by following the complaints procedure in "Complaints";

b) were **Your** own appointment **You** can complain to them and if **You** remain dissatisfied you can refer your complaint to the Law Society of Ireland or the solicitor's regulatory body.

## **Exclusions**

**We** will not **Indemnify You**:

- i) against liability for fines or penalties of any kind;
- ii) against liability, or for costs and expenses in defending a prosecution for liability, arising from or caused by any deliberate act or omission of any person eligible for an **Indemnity** under this Extension if the result could reasonably have been expected to constitute a breach of the **Applicable Legislation** having regard to the nature and circumstances of that act or omission;
- iii) against liability for costs and expenses in defending a prosecution where **Indemnity** is provided by any other insurance.

## General Exclusions

*The following General Exclusions are applicable to all Sections of the **Certificate** unless stated otherwise.*

1. **Contractual Liability**  
**We** will not **Indemnify You** against **Your** legal liability which is assumed by **You** under contract or agreement unless liability would have arisen in the absence of that contract or agreement.
2. **Excess**  
**We** will not **Indemnify You** against **Your** legal liability for the first amount equal to the **Excess** stated in the **Schedule**.
3. **Hazardous work**  
**We** will not **Indemnify You** against **Your** legal liability for any loss arising in connection with any work:
  - a) of demolition except where such work forms an ancillary part of a contract for construction, alteration or repair
    - i) carried out by **Employees** of structures not exceeding five (5) metres in height, or
    - ii) undertaken by bona fide subcontractors on **Your** behalf
  - b) of construction, alteration or repair of bridges, dams, docks, harbours, towers, steeples, spires, chimney shafts, blast furnaces, viaducts, mines or collieries;
  - c) undertaken in or on aircraft or watercraft, airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access, nuclear plant installations, chemical or petrochemical works, oil refineries, gas works, fuel storage facilities or power stations;
  - d) involving railway track, signal, rolling stock or where trains continue to operate where work is ongoing;
  - e) of pile driving, tunnelling or quarrying;
  - f) involving the use of explosives for any purpose;
  - g) involving excavations below a depth of three (3) metres
  - h) carried out at a height in excess of fifteen (15) metres.
4. **North America**  
**We** will not **Indemnify You** against **Your** legal liability:
  - i) in respect of any judgment award or settlement made within
  - ii) in respect of any order made anywhere in the world to enforce, in whole or in part, any judgment award or settlement made within**North America** other than in respect of liability arising out of temporary visits to **North America** in a non-manual labour capacity by **Your** directors or **Employees** normally resident in the **Republic of Ireland**.
5. **Punitive Damages, Penalties and Fines**  
**We** will not **Indemnify You** against **Your** legal liability for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form.

6. **Radioactivity**  
**We** will not **Indemnify You** against **Your** legal liability directly or indirectly caused by or contributed to by or arising from:
- i) ionising radiation or contamination 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 of an explosive nuclear assembly;
- provided that in respect of claims arising out of injury which form the subject of **Indemnity** under “*Section A – Employers’ Liability*” this exclusion will only apply to the legal liability:
- a) of any party or their personal representative to whom **Indemnity** is granted under *Section B Extension 1 – Defective premises*; or
  - b) assumed by **You** under any agreement where liability would not have arisen in the absence of that agreement.
7. **War**  
**We** will not **Indemnify You** against **Your** legal liability directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
8. **Asbestos**  
**We** will not **Indemnify You** against **Your** legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established 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 been operative in the sequence of events resulting in a loss.
9. **Terrorism**  
**We** will not **Indemnify You** against **Your** legal liability directly or indirectly caused by or arising out of **Terrorism** or any loss, damage, costs or expenses 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**.
10. **Sanctions**  
**We** will not **Indemnify You** against anything where or to the extent that to do so would expose **Us** or **MUM** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any other economic or financial sanctions and embargos legislation applicable to **Us** or **MUM**. Sanctions, prohibitions or restrictions of the United States of America shall only apply provided that they do not violate current European and / or any other law applicable to **Us** or **MUM**.
11. **Computer Hacking or Misuse**  
**We** will not **Indemnify You** against **Your** legal liability directly or indirectly caused by, happening through or resulting from actual or suspected computer hacking and/or computer misuse whether or not resulting in:

- i) actual or anticipated publication of data including but not limited to privileged information or sensitive personal data;
- ii) actual or suspected theft of data including but not limited to privileged information and sensitive personal data.

12. **Computer Systems**

**We** will not **Indemnify You** against **Your** legal liability 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. **Due Care**

**We** will not **Indemnify You** against **Your** legal 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**.

*The following General Exclusions are not applicable to Section A – Employers' Liability.*

14. **Mechanically Propelled Vehicles and Aircraft, Watercraft etc.**

**We** will not **Indemnify You** against **Your** legal liability

- a) caused by or arising from the ownership, possession or use under **Your** control, or under the control of any of **Your** directors or **Employees**, of any mechanically propelled vehicle in circumstances where compulsory insurance or security is required under any Road Traffic Act legislation;
- b) caused by or arising out of the ownership, possession or use by **You** or on **Your** behalf of any **Aircraft**, hovercraft, **Offshore** installation or watercraft (other than hand-propelled, wind-powered or motor launches not exceeding (15) metres whilst on inland waterways);

15. **Advice, Design and Professional Services**

**We** will not **Indemnify You** against **Your** legal liability 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.

14. **Liquidated Damages and Contractual Remedies**

**We** will not **Indemnify You** against **Your** legal liability arising out of clauses or warranties which pre-define and/or pre-agree compensation payable by **You** for loss, detriment, or injury to a person or a person's rights or **Property** (including but not limited to liquidated damages clauses, penalty clauses or performance warranties) unless liability would have arisen in the absence of those clauses or warranties.

16. **Loss or Damage to Property manufactured designed sold supplied repaired or installed**

**We** will not **Indemnify You** against **Your** legal liability

- a) for damage to any **Products** or any part thereof where such **Products** are not being sold or supplied as part of a contract for construction, building, erection or installation;
- b) for loss of, destruction of or damage to **Products**, designed, sold, supplied, repaired or installed by **You** where such **Products** are sold or supplied as part of a contract for construction, building, erection or installation, or any structure or



contract works (including materials for incorporation therein):

- i) prior to certified completion or handover by **You**;
- ii) after certified completion or handover by **You** where such loss, destruction or damage arises out of the defective condition of any part of such property, structure or contract works.

17. **Financial Loss**

We will not **Indemnify You** against **Your** legal liability for pure economic loss not consequent upon **Bodily Injury** or damage to **Property**, but this exclusion will not apply to obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water.

18. **Own Property**

**We** will not **Indemnify You** against **Your** legal liability for loss of or damage to **Property** belonging to **You** or in **Your** or **Your Employee's** custody or control other than:

- i) in respect of **Property** including motor vehicles belonging to **Your Employees** or visitors to premises occupied by **You**; or
- ii) as set out in the **Indemnity** provided to **You** under *Extension 5 - Car park and cloakroom liability*;
- iii) in respect of 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 those premises.

19. **Performance of Contract**

**We** will not **Indemnify You** against **Your** legal liability which is the inevitable or unavoidable consequence of the performance of a contract.

20. **Pollution**

**We** will not **Indemnify You** against **Your** legal liability caused by or arising out of **Pollution**, but **We** will **Indemnify You** under *Section B – Public Liability* or *Section C – Products Liability* 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 if that 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 will be deemed to have occurred at the time that incident takes place;
- ii) **We** will not **Indemnify You** against liability in respect of **Pollution** happening anywhere in **North America**; and

nothing in these provisos will increase **Our** liability to pay more than the limits of indemnity specified in the **Schedule** in total in respect of damages costs fees and expenses awarded against **You** during the **Period of Insurance**.

21. **Product Costs**

**We** will not **Indemnify You** against **Your** legal liability for the costs incurred in the repair, reconditioning, replacement, removal or breaking out of any **Products** or any part of those **Products**.

22. **Recall and Defects**

**We** will not **Indemnify You** against **Your** legal liability for the costs incurred by

anyone in:

- a) recalling or making refunds in respect of any **Products**.
- b) remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by **You**.

## Claims and How to Make a Claim

It is a condition precedent to **Our** liability to **Indemnify You** or to make any payment under this **Certificate** that **You** will comply with Claims Conditions 1 and 2.

### 1. Notification

**You** must give notice in writing to Vericclaim UK Ltd as soon as reasonably practicable, but no later than fourteen days, of:

- i) any event or occurrence that may give rise to a claim under this **Certificate**;
- ii) receipt of notice of any impending prosecution, inquest or fatal accident enquiry, claim, summons or process;
- iii) **Your** actual knowledge of any accident, dangerous occurrence or incident required to be reported in line with the Safety, Health and Welfare at Work (Reporting of Accidents and Dangerous Occurrences) Regulations 2016;
- iv) **Your** actual knowledge of any **Bodily Injury** to any person involving a stay in hospital in excess of three business days

Notice shall include the reasons for the anticipation of a claim, with full particulars as to the circumstances, dates and persons involved. All documents related to the above requirements must be forwarded to Vericclaim UK as soon as reasonably practicable, but no later than fourteen days after receipt.

**You** must notify Vericclaim UK within two business days of the receipt of any “notice of intention to adjudicate” or of the service by **You** of any “notice of intention to adjudicate” in circumstances which will lead to or are likely to lead to a claim against **You** being dealt with as part of the adjudication;

New Claims, reportable accident notifications, or any notices of, or intention to, any adjudications should be made to [mum@vericclaim.co.uk](mailto:mum@vericclaim.co.uk) or Vericclaim UK Limited, Rawdon Court, 20 Leeds Road, Rawdon, Leeds, LS19 6AX (tel. +44 113 387 9032).

### 2. Claims handling

- i. **You** must not make any admission, offer, promise or payment without **Our** written consent.
- ii. **We** will 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.
- iii. **We** will have full discretion in the conduct of any proceedings and in the settlement of any claim.
- iv. **You** must give all information and assistance as **We** may reasonably require.

## General Conditions

*The following General Conditions are applicable to all Sections of the **Certificate** unless stated otherwise.*

### 1. **Adjustment of premium**

Where the premium is provisionally based on **Your** estimates **You** must keep accurate records and within ninety (90) days of the expiry of the **Period of Insurance** declare actual values as **We** require. The premium will then be adjusted and any difference paid or allowed to **You**, except that if the premium stated in the **Schedule** is expressed as “minimum and deposit” and the premium adjustment calculation results in an amount which is less than the “minimum and deposit” stated in the **Schedule**, a rebate of premium will not be paid to **You**. Where the estimates include remuneration to **Employees**, the required declaration must also include remuneration to all persons defined as **Employees** by this **Certificate**. Failure to declare these particulars to **Us** will entitle **Us** to estimate those actual values if **We** so wish and to assess further premium payment due calculated on **Your** original estimated values.

### 2. **Arbitration**

In the event of any dispute between us as to the meaning, effect or validity of this **Certificate**, or the amount to be paid under this **Certificate** (liability being otherwise admitted by **Us**), then the dispute should be referred to an arbitrator to be appointed by **You** and **Us** in accordance with Insurance and Reinsurance Arbitration Society (ARIAS) (UK) Arbitration Rules (or any subsequently amending authority or rules).

All costs of the arbitration will be at the discretion of the arbitrator who will decide how much each of the parties in dispute must pay and to whom.

The seat of the arbitration will be in London, England and the arbitration tribunal will apply the proper law of this contract and of this arbitration condition as stated in General Condition 18 “Governing Law”.

However, **You** may not need to engage in arbitration if **You** meet the criteria for the Financial Services Ombudsman’s Bureau to deal with the dispute and **You** follow the complaints procedure, all of which is contained in “Complaints”.

### 3. **Bona fide subcontractors check**

Whenever work is undertaken on **Your** behalf by a bona fide subcontractor, it is a condition precedent to **Our** liability to **Indemnify You** under this **Certificate** that **You** will establish and maintain an administrative procedure for obtaining evidence that bona fide subcontractors effect employers and public liability insurance that:

- a) covers the work undertaken by the bona fide subcontractor; and
- b) has limits of indemnity no less than provided by this **Certificate** ; and
- c) includes an “indemnity to principals” clause,

and such evidence is revalidated every twelve months throughout the duration of their contract or agreement with **You**.

4. **Change of risk**

**You** must give notice to **Us** of any alteration or circumstance which materially affects the risks insured under this **Certificate** and until **We** are advised of that alteration or circumstance and have expressly agreed in writing to accept liability for that altered risk and **You** have paid or agreed to pay the additional premium (if any) **We** will not be liable in respect of any claim or claims due wholly or partially to that alteration or circumstance.

5. **Discharge of liability**

**We** may at any time pay to **You** in connection with any claim or series of claims under this **Certificate** to which an **Indemnity** applies the limit of indemnity (after deduction of any sums already paid) or any lesser amount for which those claims can be settled and, upon payment being made, **We** will relinquish the conduct and control of and be under no further liability in connection with those claims except for the payment of defence costs incurred with **Our** consent before the date of 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 the balance of the amount required to dispose of the claim is insured either in whole or in part with defence costs payable in addition to the limit of indemnity under this **Certificate** then **We** will also contribute **Our** proportion of subsequent defence costs incurred with **Our** consent. Our proportion will be calculated as the percentage of the relevant limit of indemnity under this **Certificate** to the total limit of indemnity provided by the insurances to which **You** are entitled to an **Indemnity**.

6. **Fire Precautions**

*This condition is not applicable to Section A of the Certificate*

It is a condition precedent to **Our** liability to **Indemnify You** under this **Certificate** that all the following precautions are complied with by **You**, **Your Employees** or by **Your** sub-contractors whenever carrying out any work involving the application of heat or use of angle grinders:

- a) when blow torches, blow lamps, electric oxy-acetylene or other welding or flame cutting equipment, hot air guns or angle grinders are to be used
  - i) a thorough examination of the immediate vicinity of the work (including the area of work itself and including the area on the other side of any wall or partition) shall be made to see whether any combustible material is in danger of ignition either directly and/or by conduction of heat and a record of inspection kept
  - ii) all moveable and combustible materials (including materials to be worked upon or which have been worked upon and to the greatest extent practicable, any materials in the course of being worked upon) shall be removed away from the immediate vicinity of the work (to a distance of not less than fifteen (15) metres from the point of application of heat or use of angle grinders)
  - iii) all combustible materials which cannot be moved (including materials to be worked upon or which have been worked upon and to the greatest extent practicable, any materials in the course of being worked upon) shall be covered and fully protected by overlapping sheets or screens of non-combustible material.
- b) there shall be available for immediate use at the site of the work either

- i) two (2) portable multi-purpose dry powder fire extinguishers to European Standard BS EN3 or British Standard BS 5423 with a minimum capacity of 4.0 kilograms each and serviced in accordance with BS5306-3 or
- ii) a hydraulic hose reel provided the situation is one where water would not aggravate a fire or explosion
- c) the lighting of all blow lamps, blow torches, welding and cutting equipment shall be carried out strictly in accordance with the manufacturer's instructions and no piece of lighted equipment shall be left unattended
- d) where the equipment involves the use of gas cylinders, those not required for immediate use shall be kept outside the building in which the work is taking place (and in any event at least fifteen (15) metres from the point of application of heat or use of angle grinders)
- e) any tar bitumen or asphalt boiler shall not be left unattended and shall be located at ground level on a non-combustible surface and in the open air whilst lighted
- f) for one (1) hour after completion of each period of work or stage of work involving the application of heat or use of angle grinders or for one (1) hour after the completion of work involving the application of heat or use of angle grinders in any area in all circumstances that the area previously worked upon ceases to be sufficiently visible to ensure that any outbreak of fire or signs of the possible outbreak of fire will be noticed any area or areas in which work has been carried out shall not be left unattended and a thorough inspection of the area surrounding the work (including that described in paragraph a) i of this condition) shall be made at frequent intervals up to the end of the period of one (1) hour to ensure that nothing is smouldering and there is no risk of fire (and a record of inspections shall be kept).

#### 7. **Fork lift truck**

*This condition is not applicable to Section A of the Certificate*

It is a condition precedent to **Our** liability to **Indemnify You** under this **Certificate** that:

- a) all drivers must be at least eighteen (18) years of age;
- b) all drivers must:
  - i) complete a training course in the safe use of fork lift trucks through an Accredited Training Provider recognised by the Health & Safety Authority.
  - ii) complete a refresher course within five (5) years of the initial training programme, and the insured must retain appropriate documentation verifying completion thereof;
- c) whenever a fork lift truck is unattended
  - i) the ignition keys must be removed, or
  - ii) the vehicle otherwise immobilised, to prevent unauthorised use.

For the purpose of this clause, unattended means that the fork lift truck is out of sight of the driver and/ or more than one minute's walking distance from the driver to prevent unauthorised use;
- d) the carriage of passengers, unauthorised use or application as a tool in excess of the design capabilities of the vehicle is prohibited at all times.
- e) all drivers must engage all operational safety systems in accordance with the manufacturers' recommendations.

#### 8. **Fraud and misrepresentation**

If **We** determine that any claim is in any respect fraudulent or if **You** or anyone acting on **Your** behalf makes any claim or any statement knowing this to be false

or fraudulent in any way, **We** will cancel this **Certificate** from the date of the fraudulent claim or the date that the false or fraudulent statement was made and **We** will not pay or **Indemnify You** in relation to any fraudulent claim or any subsequent claims.

9. **Innocent misrepresentation and/or failure to disclose material information**

If **You** deliberately or recklessly breach **Your** duty to provide a fair presentation **We** will be entitled to avoid this **Certificate**, refuse all claims and not return any of the premiums paid.

a. If the breach is neither deliberate nor reckless, **We** will avoid this **Certificate** and return the premiums only if **We** would not have entered into this contract had **We** known the true position. If **We** would have entered into this contract, but on different terms, those terms will be deemed to be incorporated in this **Certificate**. In addition, if **We** would have entered into this contract, whether the terms would have been the same or different, but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on a claim.

b. The burden of proof for this condition will be on **Us**.

For the purpose of this condition, the acts, omissions or knowledge of one of the policyholders will not be imputed to any other policyholder.

**We** or **Your Broker** will write to **You** if **We**:

- c. intend to treat this insurance as if it never existed; or
- d. need to amend the terms of **Your** insurance.

10. **Manchester Underwriting Management**

Manchester Underwriting Management Limited acts as **Our** agent and not for **You**.

11. **Notices**

Any notice to be given under this **Certificate** must be sent by pre-paid first class post and shall be deemed to have been received:

- 11.1 by **You** if it is sent to **Your** last known address or to **Your Broker**; and
- 11.2 by **Us** if sent to **MUM**.

12. **Observance**

The due observance and fulfilment of the provision of this **Certificate** insofar as they may relate to anything to be done or complied with by **You**, or are already described in the **Certificate** as conditions precedent, will be a condition of this **Certificate**.

In the event of a breach of any provision of the **Certificate**, and without prejudice to any of **Our** other rights, **We** may reject or reduce claims connected with the breach, providing **We** can demonstrate some prejudice, and continue the **Certificate** on such terms as it may determine and if any payment on account of any claim has already been made, **You** will repay forthwith all payments on account to **Us**.

13. **Other insurances**

If in respect of any claim under this **Certificate** there is any other insurance or **Indemnity** in **Your** favour in force relative to that claim, or there would be but for the existence of this **Certificate**, **Our** liability will be limited to the amount in excess of that which is or would have been payable (but for the existence of this **Certificate**) in respect of that claim but always limited to the limit of indemnity.

14. **Premium payment**

**You** agree to pay the premium in full to **Us** within 60 days of inception of the **Period of Insurance** and that if the premium has not been so paid **We** shall have the right to cancel this **Certificate** by giving **You** 14 days' notice in writing. If **We** exercise this right then the premium payable by **You** shall be due to **Us** pro-rata for the period during which **We** have been on risk during the **Period of Insurance** unless any notification has been made in accordance with "Claims and How to Make a Claim" section 1 prior to the expiry of the notice period in which case the full premium shall be due and payable.

**We** agree that if the premium due is paid in full to **Us** before the notice period expires, **Our** notice of cancellation shall be withdrawn automatically.

15. **Several liability notice**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

16. **Underground Services**

*This condition is not applicable to Section A of the Certificate*

It is a condition precedent to **Our** liability to **Indemnify You** under this **Certificate** in respect of damage to pipes, cables, mains or other underground services arising out of or caused by digging, drilling, boring, excavation, or earth moving operations, that

- a) **You** shall prior to the commencement of such work
  - i) have made enquiries with the owner or relevant authority responsible as to the location of existing pipes, cables, mains or other underground services and shall have received written confirmation or have confirmed any conversation in writing
  - ii) carry out investigation using remote electrical devices to locate existing pipes, cables, mains or other underground services where practicable
  - iii) convey the location of such pipes, cables, mains and underground services to those Employees or contractors carrying out such work on Your behalf;
- b) **You** shall adopt or cause to be adopted a method of work which minimises the risk of Damage to pipes, cables, mains and other underground services;
- c) **You** shall retain a full written record of the enquiries and measures taken to locate and minimise the risk of damage to such pipes cables mains and other underground services.

17. **Third party rights**

**You** and **We** are the only parties to this contract and no other person or party may enforce any rights under this **Certificate**, but this does not affect the ability of any third party to enforce any other right or remedy they may have.

18. **Cancellation**

**We** may at any time during the **Period of Insurance** serve written notice on **You** at **Your** last known address cancelling the **Certificate** with effect from the thirtieth day after service of the notice. Such cancellation shall not affect the coverage or premium attributable under this insurance to the period prior to cancellation. **We** will return to



**You** a part of the premium paid in excess of that proportionate to the pre-cancelled **Certificate**. If the premium at the commencement of the **Period of Insurance** has been calculated on any estimates provided by **You**, it will be adjusted in accordance with General Condition 1 "Adjustment of premium" before calculating the return of premium.

Without prejudice to any other forms of service, the notice of cancellation is deemed to be served on the third day after being posted if sent by pre-paid letter post properly addressed.

If **You** pay **Your** premium by direct debit and there is any default in payment, **We** will contact **You** to request payment by a given date. If payment is still not received by this date, **We** may then cancel this insurance. No refund or credit of premium will be due when cancellation takes place in these circumstances.

19. **Governing law**

This **Certificate** is governed by English law.

20. **Language**

The language of **Your Certificate** and any communication throughout the duration of the **Period of Insurance** will be English.

## General Definitions

In this **Certificate** where the following words appear in bold type they shall have these meanings:

- Aircraft** Any vessel, craft, vehicle, drone, kite, hang-glider, balloon, or other appliance whether heavier or lighter than air which is used within or outside the Earth's atmosphere and includes any part and any component of these.
- Bodily Injury** Death, injury, illness, disease or nervous shock.
- Broker** The insurance broker or adviser through whom **You** purchased this **Certificate**.
- Business** The Business, as specified in the **Schedule**, carried on in the **Republic of Ireland** including the following activities:
- a) ownership use repair maintenance and decoration of premises occupied by **You**;
  - b) repair or maintenance of vehicles or plant owned or used by **You**;
  - c) the provision and management by **You** of canteen, social, sports, educational and welfare organisations for the benefit of any **Employee** and first aid, fire, security and ambulance services;
  - d) participation in exhibitions held in member countries of the European Union in connection with the Business specified in the **Schedule**; and
  - e) private work undertaken for **You** by any **Employee** or for any director or **Employee** with **Your** previous consent.
- Certificate** This document and any accompanying **Schedule** and **Endorsements** to it.
- Costs and expenses**
- a) Claimant's costs and expenses arising in respect of any claim against **You** which may be the subject of **Indemnity** under this **Certificate**.
  - b) All costs 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 **Certificate**.
  - c) Costs and expenses of legal representation at any coroner's inquest or fatal accident inquiry in respect of any death.
- Employee** Any person who is:
- a) employed under a contract of service or apprenticeship with **You**;
  - b) a labour master or person supplied by him;
  - c) employed by labour only sub-contractors, but only whilst working for **You** and under **Your** control;
  - d) self-employed and working for **You** and under **Your** control;
  - e) hired to or borrowed by **You**;
  - f) supplied to **You** for the purpose of study work or training experience;
  - g) a prospective employee who is undergoing practical work

	<p>experience whilst being assessed by <b>You</b> as to his or her suitability for employment;</p> <p>h) a voluntary helper while working under <b>Your</b> supervision and control and in connection with the <b>Business</b>; or</p> <p>i) an outworker or homeworker employed under a contract to personally carry out any work in connection with the <b>Business</b> while they are engaged in that work.</p>
<b>Endorsement / Endorsed</b>	A document detailing a change in the terms and conditions of this insurance.
<b>Environmental Legislation</b>	Any legislation for the protection of the environment or control of <b>Pollution</b> .
<b>Excess</b>	The first part of any claim which <b>You</b> must pay. The applicable excess is stated in the <b>Schedule</b> if not stated in this <b>Certificate</b> .
<b>Indemnity / Indemnify / Indemnified</b>	The principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss, subject to the limits of indemnity as specified in the <b>Schedule</b> .
<b>MUM</b>	Manchester Underwriting Management Limited whose address is Link House, St. Mary's Way, Chesham, Buckinghamshire HP5 1HR, who act as <b>Our</b> agent.
<b>North America</b>	The United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada.
<b>Offshore</b>	From the time of embarkation by an <b>Employee</b> onto a vessel or aircraft (including helicopters) for conveyance from land to an offshore installation or support or accommodation vessel until disembarkation by that <b>Employee</b> from a vessel or aircraft (including helicopters) onto land upon return from an offshore installation or support or accommodation vessel. For the purpose of this definition "offshore installation" does not include wind farms which are deemed not to be offshore.
<b>Period of Insurance</b>	The period from the effective date shown in the <b>Schedule</b> until midnight on the expiry date shown in the <b>Schedule</b> .
<b>Pollution</b>	<p>a) pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory; and</p> <p>b) all loss, damage or injury directly or indirectly caused by pollution or contamination as stated in a) above.</p>
<b>Premises</b>	The buildings or land that are owned, leased, hired or tenanted by or on loan to <b>You</b> for the purposes of the <b>Business</b> .

<b>Principal</b>	The other party to a contract or agreement for whom <b>You</b> are undertaking work or services or providing <b>Products</b> where that party is responsible for setting out the terms of the contract or agreement.
<b>Products</b>	Any <b>Property</b> (including integral software, packaging, containers, labels and instructions for use) after it has left the custody or control of <b>You</b> which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on <b>Your</b> behalf.
<b>Property</b>	Property which is both material and tangible.
<b>Proposal</b>	All information supplied by <b>You</b> to <b>Us</b> by written, electronic or any other means.
<b>Remediation</b>	Works or operations to treat remove or dispose of Pollution.
<b>Republic of Ireland</b>	The Republic of Ireland and its territorial waters.
<b>Schedule</b>	shall mean the schedule attached to this <b>Certificate</b> .
<b>Terrorism</b>	Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat of an act of terrorism, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
<b>Us/Our/Ours/We</b>	The Insurer or Insurers stated in the Schedule of Insurers
<b>You/Your</b>	<ul style="list-style-type: none"> <li>a) The policyholder named in the <b>Schedule</b>;</li> <li>b) Any associated or subsidiary company of the policyholder provided it has been notified to and accepted by <b>Us</b>;</li> <li>c) At <b>Your</b> request: <ul style="list-style-type: none"> <li>i) any director or <b>Employee</b> while acting on behalf of or in course of their employment or engagement with <b>You</b> in respect of liability for which <b>You</b> would have been entitled to <b>Indemnity</b> under this <b>Certificate</b> if the claim had been made against <b>You</b>;</li> <li>ii) any officer, member or <b>Employee</b> of <b>Your</b> social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity;</li> <li>iii) any of <b>Your</b> directors, partners or senior officials in respect of private work carried out by any <b>Employee</b> for them with <b>Your</b> consent;</li> <li>iv) any <b>Principal</b> for legal liability in respect of which <b>You</b> would have been entitled to <b>Indemnity</b> under this <b>Certificate</b> if the claim had been made against <b>You</b> arising out of work carried out by <b>You</b> under a contract or agreement;</li> </ul> </li> </ul>

- 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 c)i) to c)iv) above that party complies with the terms of this **Certificate** so far as they can apply and in any event **Our** liability will not exceed the limit of indemnity.

**Work Away**

work, operations, installation or services performed by or on behalf of **You** but not on the **Premises**

## Complaints

If **You** have any questions or concerns about **Your** insurance **Policy** or the handling of a claim, **You** should contact:

In connection with the handling of a claim:

Vericclaim UK Limited, Rawdon Court, 20 Leeds Road, Rawdon, Leeds, LS19 6AX

Tel.: +44 113 387 9032

Email: [mum@vericclaim.co.uk](mailto:mum@vericclaim.co.uk)

In connection with all other matters, **MUM**:

The Complaints Manager, Manchester Underwriting Management Limited whose address is Link House, St. Mary's Way, Chesham, Buckinghamshire HP5 1HR

Tel.: +44 (0)1494 770700

E-mail: [complaints@manchesterunderwriting.com](mailto:complaints@manchesterunderwriting.com)

If **You** remain dissatisfied after **We** have considered **Your** complaint, or if **You** have not received a written final response within eight weeks from the date that **MUM** received **Your** complaint, **You** may be entitled to refer **Your** complaint to the Financial Services Ombudsman's Bureau who will independently consider **Your** complaint. Their contact details are:

<b>Post</b>	Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Ireland
<b>Telephone:</b>	+353 1 6620 899
<b>Fax:</b>	+353 1 6620 890
<b>Email:</b>	<a href="mailto:enquiries@financialombudsman.ie">enquiries@financialombudsman.ie</a>
<b>Website:</b>	<a href="https://www.financialombudsman.ie/">https://www.financialombudsman.ie/</a>

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

Please note:

- **You** must refer **Your** complaint to the Financial Services and Pensions Ombudsman within six years of the date of the conduct giving rise to the complaint.
- The Financial Services Ombudsman will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 3 million Euros.

## Compensation

Please note that that in the event of ArgoGlobal SE being unable to pay a claim, you may be entitled to compensation from the Insurance Compensation Fund in Ireland ("the Fund"). Further information about the Fund is available from the Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1 and on their website [www.centralbank.ie](http://www.centralbank.ie).

## Privacy Notice

In order to provide insurance cover (an insurance policy) or to pay a claim **We** and **MUM** will hold **Your** details in accordance with all applicable data protection laws and principles. Information **You** supply may be used by **Us** and **MUM** for the purposes of administering **Your** insurance (including underwriting, processing, claims handling and fraud prevention) within **Our** and **MUM's** groups, and **Our** and **MUM's** partners inside and outside the European Economic Area. **We** and **MUM** may share with our respective agents and service providers, members of our groups, other insurers and their agents, and with any intermediary acting for **You**, and with recognised trade, governing and regulatory bodies, information **We** or **MUM** hold about **You** and **Your** claims history. This includes the Insurance-Link database and Insurance Ireland's anti-fraud claims matching database. **We** or **MUM** may also in certain circumstances use private investigators to investigate a claim. In order to prevent and detect fraud and the non-disclosure of relevant information **We** or **MUM** may at any time:

- Share information about **You** with companies within **Our** and **MUM's** groups, other organisations these groups including where applicable private investigators and public bodies including An Garda Síochána
- Check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give **Us** or **MUM** false or inaccurate information and **We** or **MUM** suspect fraud, **We** or **MUM** will record this. Databases used include but are not limited to:
  - the Insurance Link Anti-Fraud register (for more info see [www.inslink.ie](http://www.inslink.ie))
  - Companies Registration Office.

**We** or **MUM** may also use **Your** personal data to search these agencies, databases and other publically available information to:

- Help make decisions about the provision and administration of insurance, credit and related services for **You**
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** insurance policies with **Us** or **MUM**
- Check **Your** identity to prevent money laundering, unless **You** furnish **Us** or **MUM** with other satisfactory proof of identity
- Undertake credit searches and additional fraud searches.

Information about claims (whether by **Our** or **MUM's** customers or third-parties) made under policies that we provide is collected by **Us** and **MUM** when a claim is made and placed on an industry database of claims known as Insurance Link. This information may be shared with other insurance companies, self-insurers or statutory authorities. Insurance companies share claims data:

- a) to ensure that more than one claim cannot be made for the same personal injury or property damage
- b) to check that claims information matches what was provided when insurance cover was taken out
- c) and, when required, to act as a basis for investigating claims to verify recorded information or when **We** or **MUM** suspect that insurance fraud is being attempted.

The purpose of Insurance Link is to help **Us** and **MUM** identify incorrect information and fraudulent claims and, therefore, to protect customers. Information about insurers' obligations in relation to **Your** information is contained in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector which is available at [www.dataprotection.ie](http://www.dataprotection.ie). Under the Data Protection Acts 1988 and 2003 **You** have a right to know what information about **You** and **Your** previous claims is held on Insurance Link. If you wish to exercise this right then please contact **MUM**. **We** or **MUM** may also need to collect sensitive personal data (for example, information relating to **Your** physical or mental health or the commission or alleged commission of an offence) to assess the terms of insurance that

**We** or **MUM** issue/arrange or to administer claims which arise. By providing **Us** or **MUM** with your information and proceeding with this contract, **You** consent to all of **Your** information being used, processed, disclosed, transferred and retained for the purposes of insurance administration (including underwriting, processing, claims handling and fraud prevention).

For any questions or comments, or requests to see a copy of the information that **We** or **MUM** hold about **You**, please write to **Our** Group Data Protection Controller or to the Group Data Protection Controller at **MUM**, as appropriate.