



Public & Products Liability Policy Document

Policy Form: PL (Occ – CI) Gen 2015.01

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Signed for and on behalf of the Insurer
Ronan Foley
Chief Executive

Irish Public Bodies Mutual Insurances Ltd. trading as IPB
Insurance is regulated by the Central Bank of Ireland. Reg. No.
7532 Republic of Ireland

Introduction

Irish Public Bodies Mutual Insurances Ltd. trading as IPB Insurance (hereinafter referred to as the **Insurer**) and **You**, the **Insured** agree that

- (a) This **Policy** comprising of the Introduction, Definitions, Conditions, Insuring Agreements, Extensions, Exclusions, **Policy Schedule**, and any operative **Endorsements** (hereafter called the **Policy**) shall be read as one contract and any word or expressions to which a specific meaning has been attached therein shall bear such specific meaning wherever it may appear
- (b) Any written proposal and/or statement of fact and/or declaration and/or broking submission presented by the **Insured** or on the **Insured's** behalf, and agreed by the **Insurer**, shall be incorporated into and form the basis of the insurance contract
- (c) In consideration of the payment of premium, the **Insurer** will indemnify the **Insured** in the manner exclusively described within this **Policy** whilst carrying on the **Business** described in the **Policy Schedule**, subject to the **Policy** Definitions, Conditions, Extensions, Exclusions and **Endorsements**, as stated or as subsequently endorsed thereon
- (d) In accordance with Section 93 of the Insurance Act 1936, it is understood and agreed that all monies which become or may become due and payable by the **Insurer** under this **Policy** shall be payable and paid in the Republic of Ireland
- (e) The appropriate stamp duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule 1 (as amended).

Policy Definitions

The following Definitions will be shown in bold each time they appear in the **Policy** except in the **Policy Schedule** and **Endorsements** where defined terms begin with a capital letter.

Airside

Airside shall mean that part of the airport inside the posted security boundary which is subject to the security requirements of the airport authority and where entry into this area by members of the public is prohibited or restricted.

Bodily Injury

Bodily Injury shall mean accidental bodily injury including death, disease or illness, mental injury, mental anguish or nervous shock.

Business

Business shall solely mean that as detailed in the **Policy Schedule** or as endorsed thereon carried on by the **Insured** and shall include

- (a) the provision and management of canteen, social, sports and welfare organisations and first-aid, fire or ambulance services for the benefit of **Employees**
- (b) private work carried out by any **Employee** for the **Insured** or for any director or partner of the **Insured** but excluding works of a construction, demolition or structural alteration nature
- (c) ownership, repair, maintenance and decoration of property occupied by or leased to the **Insured** but excluding works of a construction, demolition or structural alteration nature
- (d) participation in trade shows, exhibitions or seminars
- (e) sale or disposal of own property or other such assets , including own

mechanically propelled vehicles, plant and equipment

- (f) employment of subcontractors for performance of work on behalf of the **Insured** in the course of the **Business**
- (g) provision of nursery, crèche or childcare facilities where incidental to the **Business**.

Damage

Damage shall mean physical damage including physical loss.

Data

Data shall mean information represented or sorted electronically, including but not limited to, code or series of instructions operating systems software programs and firmware.

Denial of Access

Denial of Access shall mean trespass to land or trespass to goods.

Employee

Employee shall mean

- (a) any person under a contract of service or apprenticeship with the **Named Insured**

and, at the request of the **Named Insured**, the following persons while working under the direct control and supervision of the **Named Insured** in connection with the **Business**

- (b) any labour master and persons supplied by such persons
- (c) any persons employed by labour only subcontractors
- (d) any self-employed persons
- (e) any persons hired or on loan from any public authority, local authority, company, firm or individual
- (f) any persons gaining work experience whilst engaged by the **Insured** in connection with the **Business**
- (g) any person under any Government or otherwise authorised work experience, training, study exchange or similar scheme

- (h) any volunteer
- (i) any person acting in the capacity of non-executive director of the **Insured**.

Endorsement(s)

Endorsement(s) shall mean any alteration to the **Policy** wording.

Excess (Aggregate Limit)

Excess (Aggregate Limit) shall mean the maximum amount as stated in the **Policy Schedule** or as endorsed thereon which the **Insured**, or any other party for which indemnity is provided, is responsible for in respect of all **Occurrences** in any one **Period of Insurance** and for which indemnity is provided by this **Policy**.

Excess (Each and Every Occurrence) / Excess Excess (Each and Every Occurrence) / Excess shall mean the amount as stated in the **Policy Schedule** or as endorsed thereon which the **Insured**, or any other party for which indemnity is provided, is responsible for in respect of any one **Occurrence** for which indemnity is provided by this **Policy**.

Financial Loss

Financial Loss shall mean a pecuniary or economic loss or expense.

Insured/You

Insured /You shall mean

- (a) the **Named Insured**
- (b) any director, partner or **Employee** in respect of liability for which the **Named Insured** would have been entitled to indemnity under this **Policy** if the claim had been made against the **Named Insured**
- (c) any officer, member or committee of the **Named Insured's** canteen, social, sports or welfare organisations, first-aid (other than medical or dental practitioners in relation to medical service provided) fire or ambulance

service in their respective capacity as such

- (d) in the event of the death of the **Named Insured**, any personal representative of the **Named Insured** in respect of liability incurred by the **Named Insured**
- (e) any subsidiary companies, as declared to the **Insurer**, in respect of liability for which the **Named Insured** would have been entitled to indemnity under this **Policy** if the claim had been made against the **Named Insured**.

Insurer/Our/Us/We

Insurer/Our/Us/We shall mean IPB Insurance.

Limit of Indemnity

Limit of Indemnity shall mean the total amount, as stated in the **Policy Schedule** or endorsed thereon, payable for all damages and all costs and expenses in respect of any one **Occurrence** and shall not exceed the **Limits of Indemnity** stated in the **Policy Schedule** or as endorsed thereon.

The **Limit of Indemnity** is aggregated for any one **Occurrence** and all **Occurrences** in the **Period of Insurance** in respect of

- (a) Products Liability
- (b) Liability in respect of Pollution and Contamination

The **Limit of Indemnity** will not be reduced by the amount of any **Excess** that may be applicable.

The indemnity provided by any Extension or **Endorsement** to this **Policy** shall not operate, other than where provided, so as to increase the total amount payable under the **Policy**.

Material Fact

Material Fact shall mean any fact an **Insurer** would regard as likely to influence the acceptance and assessment of your insurance.

If there is any doubt whether a fact is material the **Insured** should disclose it.

Minimum Premium

Minimum Premium shall mean the minimum premium retained by the **Insurer** in respect of this **Policy** and shown as Premium in the **Policy Schedule** or as endorsed thereon.

Named Insured

Named Insured shall mean that as detailed in the **Policy Schedule** or as endorsed thereon.

Nuisance

Nuisance shall mean obstruction, loss of amenities or interference with any right of air, light, water or way.

Occurrence(s)

Occurrence(s) shall mean each and every loss or accident, or series of losses or accidents, arising out of one event or consequent upon one original cause or having the same origin or cause.

Offshore

Offshore shall mean embarkation on to a conveyance at the point of final departure (whether it be airborne or waterborne) for transportation to an offshore structure or vessel until disembarkation from the conveyance on to land upon return from the said offshore structure or vessel.

Period of Insurance

Period of Insurance shall mean the dates stated in the **Policy Schedule** or any subsequent period for which the **Insurer** agrees to extend this **Policy**.

Policy

Policy shall mean this contract of insurance comprising the Introduction, Definitions, Conditions, Insuring Agreement, Extensions, Exclusions, **Policy Schedule** and any operative **Endorsements**.

Policy Schedule

Policy Schedule shall mean the separate document titled Policy Schedule which provides the specific details of the cover applicable to this **Policy**.

Pollutants

Pollutants shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reclaimed or reclaimed.

Principal

Principal shall mean any individual person, company, firm or public or local authority with whom the **Insured** has entered into a contract for work or services.

Product(s)

Product(s) shall mean any goods or products and/or part thereof (after they have ceased to be in the possession or under the control of the **Insured**) designed, manufactured, constructed, installed, altered, repaired, serviced, processed, treated, sold, leased, supplied or distributed by or on behalf of the **Insured** in connection with the **Business** including any container, packaging, labelling and instructions provided therewith.

Property

Property shall mean material or tangible property but does not include **Data**.

Territorial Limits

Territorial Limits shall mean

- (a) in respect of Public Liability
 - i. the territories comprising the European Union
 - ii. elsewhere in the world in respect of non-manual **Employees** on **Business** journeys on behalf of the **Insured**, provided that the **Employee** is ordinarily

resident in the European Union

- (b) in respect of Products Liability, anywhere in the world excluding the United States of America and/or Canada and/or their possessions or protectorates.

Terrorism

Terrorism shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, 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.

Policy Conditions

The following Conditions apply to the whole **Policy**.

1. Alterations in Risk

If at any time anything shall occur or be done materially affecting or varying an aspect of the **Insured's** known **Business** the **Insured** shall give immediate notice in writing to the **Insurer**.

2. Cancellation

The **Insurer** may, at its absolute discretion, cancel this **Policy** by sending 14 days written notice by registered post to the **Named Insured** at the **Named Insured's** last known address and/or the **Named Insured's** insurance intermediary.

In such event the **Named Insured** will be entitled to a refund of a proportionate part of the premium, subject always to any **Minimum Premium** requirement.

The **Named Insured** may cancel this **Policy** by advising the **Insurer** in writing and a refund of premium may be given at the **Insurer's** absolute discretion but subject always to

- (a) no claim having arisen or no **Occurrences** which were or are likely to give rise to a claim during the **Period of Insurance** and of which the **Named Insured** is aware at the time of cancellation
- (b) the **Policy** not being cancelled in the first year of insurance
- (c) any **Minimum Premium** requirement.

3. Claims Procedure

Notification

The **Insured** shall give written notice immediately and in any event within seven working days, to the **Insurer** of

- (a) any claim made against the **Insured**

- (b) the receipt of notice from any person of an intention to hold the **Insured** responsible for any claim
- (c) any circumstances or **Occurrence** which may possibly give rise to a claim.

Control of Claims

Every letter, claim, writ, application to the Injuries Board, summons and process shall be forwarded immediately, and in any event within seven working days, to the **Insurer** on receipt.

Written notice shall be given to the **Insurer** immediately, and in any event within seven days, the **Insured** shall have knowledge of any prosecution or inquest in connection with any accident or claim for which there may be liability under this **Policy**.

No admission, offer, promise, payment or indemnity shall be made or given by, or on behalf of, the **Insured** to any such party without the prior written consent of the **Insurer**.

The **Insurer** shall be entitled to take over and conduct in the name of the **Insured**, for its own benefit, any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The **Insured** shall give such assistance as the **Insurer** may require.

4. Contractors

It is a condition under this **Policy** that the **Insured** shall check, prior to any contract, that all contractors to the **Insured** shall have Employer's Liability and Public and Products Liability Insurance in respect of their liability at law and that such insurance

- (a) shall provide a **Limit of Indemnity** not less than €6,500,000 for Public / Products Liability and €13,000,000 for Employers Liability, unless otherwise agreed to by the **Insurer**

- (b) provides cover in respect of the activities being undertaken in connection with and for the duration of such contract
- (c) has been extended to indemnify the **Insured** as **Principal** in respect of such contract
- (d) the insurance is revalidated every twelve (12) months throughout the duration of their contract with the **Insured**.

5. Discharge of Liability

The **Insurer** may, at any time, pay to the **Insured** the **Limit of Indemnity** (less any damages, claimant's costs and expenses or defence costs already incurred by the **Insurer**) or any lesser amount for which any claim or claims arising from an **Occurrence** can be settled and upon such payment the **Insurer** shall be under no further liability in connection with such claim or claims.

6. Dispute Resolution

All matters in dispute between the **Insured** and the **Insurer** arising out of and in connection with this insurance will be referred to a Mediator.

If the choice of Mediator willing to accept appointment cannot be agreed within 30 days then the parties will accept a Mediator nominated by the Irish Commercial Mediation Association.

If the matter in dispute is not resolved through Mediation, then the matter shall be referred to the decision of an Arbitrator.

If the parties cannot agree on the choice of Arbitrator, the President for the time being of the Law Society of Ireland will be asked to make such an appointment. The decision of the Arbitrator shall be final and binding on the parties.

If the difference or dispute so arising is not referred to Mediation within 12 months of the dispute arising, any claim made of the **Insurer**

under this **Policy** shall be deemed to be abandoned by the **Insured** and shall not be recoverable thereafter.

7. Excess

Any **Excess** amount (or any lesser expenditure that the **Insurer** may require) will be lodged by the **Insured** to the **Insurer** before the **Insurer** shall be liable to make any payment.

8. Fraudulent Claims

If the **Named Insured** or, with the knowledge of the **Named Insured**,

- (a) any other party insured by this **Policy** or
- (b) anyone acting on behalf of the **Named Insured** or any other party insured by this **Policy**

makes any claim, submission or representation knowing same to be false or fraudulent in any way, as regards amount or otherwise, this **Policy** may be voidable by the **Insurer**.

9. Governing Law

The interpretation of this **Policy** or any issue relating to its construction, validity or operation is governed by the laws of the Republic of Ireland. The parties agree, subject to Condition 6 (Dispute Resolution), to submit to the exclusive jurisdiction of the Courts of the Republic of Ireland.

10. Inspection and Surveys

The **Insurer**, or such representative as the **Insurer** may designate, will be permitted but not obligated to inspect the **Insured's** property and operations at any time, given reasonable notice. Neither the **Insurer's** right to make inspections nor the making thereof, nor any report thereon, will constitute an undertaking on behalf of or for the benefit of the **Insured** or others to determine or warrant that such property or operations are safe.

11. Non Contribution

If at the time of any **Occurrence** covered by this **Policy**, there is any other existing insurance whether effected by the **Insured** or not, which covers the same liability, the **Insurer** shall not be liable to indemnify the **Insured** in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this **Policy** not been effected.

12. Non-Disclosure

This insurance will be voidable if there has been any misrepresentation, misdescription or non-disclosure of a **Material Fact**.

13. Observance of Terms

The due observance and fulfilment of the Terms, Conditions and **Endorsements** of the **Policy**, insofar as they relate to anything to be done or complied with by the **Insured**, shall be conditions precedent to any liability of the **Insurer** to make any payment under this **Policy**.

14. Premium Adjustment

Where it is agreed with the **Insurer** that the **Policy** is on an adjustable basis, and part of the premium is calculated on estimates furnished by the **Insured**, the **Insured** shall keep an accurate record containing all particulars relative thereto and shall at all times allow the **Insurer** to inspect such record.

The **Insured** shall, within one month from the expiry of each **Period of Insurance**, furnish to the **Insurer** such particulars as the **Insurer** may require.

The premium for such period shall thereupon be adjusted and the difference paid by the **Insured**.

15. Reasonable Care

The **Insured** shall take reasonable care that only competent **Employees** are employed and shall take all reasonable steps to prevent

accidents and to comply with all statutory or other obligations and regulations imposed by any authority and shall maintain the premises and all ways, works, machinery and plant in sound condition.

In the event of discovery of any defect or danger, the **Insured**, or any other party seeking indemnity, shall, forthwith, cause such defect or danger to be made good or remedied and, in the meantime, shall cause such additional precautions to be taken as the circumstances may require.

16. Subrogation

The **Insured** will, at the request and expense of the **Insurer**, take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the **Insured** before or after any payment is made by the **Insurer**.

Where indemnity is provided by this **Policy**, the **Insurer** shall be entitled, at its absolute discretion, to prosecute, at its own expense, in the name of the **Insured**, any claim for indemnity or damages against any other person or persons.

Insuring Agreement – What is Covered

Public Liability

The **Insurer** will indemnify the **Insured**, in respect of any claim arising from an **Occurrence**, up to the **Limit of Indemnity** against

1. all sums which the **Insured** shall become legally liable to pay as damages in respect of
 - (a) **Bodily Injury** to any person (other than an **Employee**)
 - (b) accidental **Damage** to **Property**
 - (c) **Nuisance**
 - (d) **Denial of Access**

occurring within the **Territorial Limits**, during the **Period of Insurance**, and arising out of and in connection with the **Business**

2. all claimant's costs and expenses for which the **Insured** is legally liable and which may form the subject of a claim for indemnity under 1. above
3. all defence costs and expenses incurred by the **Insured**, with the **Insurer's** prior written consent, which may form the subject of a claim under 1. above

All damages and costs and expenses expressed in 1., 2. and 3. above shall be included in the **Limit of Indemnity** stated in the **Policy Schedule** or as endorsed thereon.

Products Liability

The **Insurer** will indemnify the **Insured**, in respect of any claim arising from an **Occurrence**, up to the **Limit of Indemnity** against

1. all sums which the **Insured** becomes legally liable to pay as damages in respect of
 - (a) **Bodily Injury** to any person (other than an **Employee**)
 - (b) accidental **Damage** to **Property**

occurring within the **Territorial Limits**, during the **Period of Insurance**, and caused by **Products** sold or supplied by the **Insured** in connection with the **Business** from within the Republic Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man

2. all claimant's costs and expenses for which the **Insured** is legally liable which may form the subject of a claim for indemnity under 1. above
3. all defence costs and expenses incurred by the **Insured**, with the **Insurer's** prior written consent, which may form the subject of a claim under 1. above

All damages and costs and expenses expressed in 1., 2. and 3. above shall be included in the **Limit of Indemnity** stated in the **Policy Schedule** or as endorsed thereon.

Policy Extensions

The following Extensions apply to the cover and are subject otherwise to the Terms, Definitions, Conditions, **Endorsements**, Exclusions and the applicable **Limit of Indemnity** (unless stated as otherwise within the Extension).

1. Care, Custody and Control

Notwithstanding anything contained in Exclusion 9 (Public Liability), the Insurer will indemnify the **Insured** for

- (a) **Damage** to the personal effects of any visitor or **Employee** but for not more than €1,300 in respect of any one visitor or **Employee**
- (b) **Damage** to buildings (including contents therein) temporarily occupied by or on behalf of the **Insured** for the purpose of carrying out work in connection with the **Business**
- (c) **Damage** to buildings (including contents therein) leased or rented by the **Insured** in connection with the **Business** but excluding liability assumed under the terms of any tenancy agreement.

2. Car Park Liability

Notwithstanding anything contained in Exclusion 9 (Public Liability) of this **Policy**, the indemnity shall apply in respect of **Damage** to motor vehicles (including the contents therein) not belonging to or hired to the **Insured** whilst such vehicles are within, entering or leaving the car parking area, provided always that the **Insurer** shall not be liable for **Damage** due to the movement of such vehicles by any **Employee**.

3. Contingent Motor Liability

Notwithstanding anything contained to the contrary in Exclusion 5 (Public Liability) of this **Policy** it is agreed that the **Insurer** will indemnify the **Named Insured** against liability arising out of the use by any **Employee** or director of the **Named Insured** of any motor vehicle, not the property of, nor provided by the **Named Insured** and being used in the course of the **Business** of the **Named Insured**, provided always that the **Insurer** will not indemnify against liability

- (a) in respect of **Damage** to any such motor vehicle or trailer carried in or on the vehicle or trailer
- (b) while the vehicle is being driven by an **Employee** who does not hold a licence to drive the vehicle
- (c) in respect of which the **Named Insured** is entitled to indemnity under any other policy
- (d) in connection with any motor vehicle while being used outside the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- (e) so far as concerns this Extension, the terms motor vehicle is deemed to include any machinery or apparatus attached thereto.

4. Court Attendance Costs

The **Insurer** hereby agrees that, in the event of any of the undermentioned persons attending court as a witness at the request of the **Insurer**, and in connection with a claim in respect of which the **Insured** is entitled to indemnity, the **Insurer** will provide compensation to the **Insured** at the following rates for each day on which attendance is required

- (a) any director or partner of the **Insured** : €750 per day
- (b) any **Employee** : €500 per day

5. Cross Liability

If more than one party is named as the **Insured** in the **Policy Schedule**, or as endorsed thereon, or other parties are entitled to indemnity by this **Policy**, this **Policy** shall apply as though each were insured separately provided that

- (a) the party to be indemnified is not entitled to indemnity under any other policy
- (b) the total liability of the **Insured** in respect of an **Occurrence** shall not exceed the **Limit of Indemnity** in respect of any or all parties entitled to be indemnified by this **Policy**.

6. Indemnity to Principal(s)

The **Insurer** will indemnify any **Principal** in respect of legal liability for which the **Insured** would have been entitled to indemnity under this **Policy** had the claim arising from an **Occurrence** been made against the **Insured** provided always that

- (a) the **Principal(s)** is not entitled to indemnity under any other policy
- (b) the **Principal(s)** shall, as though the **Insured**, observe, fulfil and be subject to the Terms, Definitions, Conditions, Exclusions, **Endorsements** and Limits of the Policy insofar as they can apply
- (c) the **Insurer** shall have the full conduct and control of all claims for which indemnity is provided by this Extension
- (d) nothing in this Extension will serve to increase the liability of the **Insurer** to pay any amount in excess of the **Limit of Indemnity** and indemnity will apply in priority to the **Insured**.

7. Indemnity to Specified Parties

The **Insurer** will indemnify any specified party, as declared to and agreed by the **Insurer**, in respect of legal liability for which the **Insured** would have been entitled to indemnity under this **Policy** had the claim arising from an

Occurrence been made against the **Insured** provided always that

- (a) the specified party is not entitled to indemnity under any other policy
- (b) the specified party shall, as though they were the **Insured**, observe, fulfil and be subject to the Terms, Definitions, conditions, Exclusions, **Endorsements** and Limits of the **Policy** insofar as they can apply
- (c) the **Insurer** shall have the full conduct and control of all claims in respect of which indemnity is provided by this Extension
- (d) nothing in this Extension will serve to increase the liability of the **Insurer** to pay any amount in excess of the **Limit of Indemnity** and indemnity will apply in priority to the **Insured**.

8. Mechanically Propelled Vehicles

Notwithstanding anything contained to the contrary in Exclusion 5 (Public Liability) of this **Policy**, the indemnity will apply to legal liability arising out of

- (a) the use of any mechanically propelled vehicle as a tool or plant
- (b) the use of plant at the premises of the **Insured**
- (c) the loading or unloading of any mechanically propelled vehicle
- (d) the ownership possession or use of any semi-trailer or trailer (whether coupled or uncoupled to any vehicle)

except in circumstances where indemnity is provided by any motor insurance contract or where insurance or security is required by law.

9. Overseas Personal Liability

The **Policy** will indemnify the **Insured**, and if the **Insured** so requests, any **Employee**, in respect of legal liability incurred in a personal capacity whilst engaged in non-manual **Business** trips in connection with the **Business** outside the **Territorial Limits** provided that

- (a) each party hereunder is not entitled to indemnity under any other policy
- (b) each party covered hereunder shall, as though they were the **Insured**, observe, fulfil and be subject to, the Terms, Definitions, Conditions, Exclusions, **Endorsements** and Limits of the **Policy** insofar as they can apply
- (c) the **Insurer** shall have the full conduct and control of all claims in respect of which indemnity is provided by this Extension
- (d) nothing in this Extension will serve to increase the liability of the **Insurer** to pay any amount in excess of the **Limit of Indemnity** and the indemnity will apply in priority to the **Insured**
- (e) such loss does not arise out of the ownership of land or buildings.

10. Passenger Lifts

Notwithstanding Exclusion 7 (Public Liability) the **Insurer** will indemnify the **Insured** in respect of legal liability arising out of or in connection with passenger lifts, elevators or escalators, provided always that such plant is subject to a maintenance contract or maintenance procedure as required by statutory regulations.

11. Wrongful Arrest

Notwithstanding Exclusion 2 (Public Liability) the **Policy** extends to indemnify the **Insured** in respect of legal liability arising out of or in connection with wrongful arrest committed or alleged to have been committed during the **Period of Insurance** provided that

- (a) no indemnity is provided in respect of claims or legal actions made or brought against the **Insured** by any **Employee**
- (b) no indemnity is provided in respect of claims arising out of any dishonest, fraudulent or criminal act of the **Insured** or any **Employee**
- (c) no indemnity is provided in respect of claims arising out of any action taken

- in controlling, suppressing or preventing disturbances in connection with riots and/or civil commotion
- (d) no indemnity is provided in respect of claims arising out of any arrest made without proper cause or any arrest involving the use of unreasonable force

The maximum amount payable in respect of this Extension in any one **Period of Insurance** is €65,000.

Public and Product Liability Policy Exclusions – What is Not Covered

The indemnity or cover provided by this **Policy** will not apply to legal liability or any defence costs and expenses

1. Asbestos

arising directly or indirectly or caused by or alleged to be caused by or contributed to in whole or in part by or arising out of the exposure to, manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal of, distribution of or existence of asbestos products, asbestos fibres or asbestos dust or property or materials containing any of the foregoing, including without limitation, all liability to pay claimants' or the **Insured's** legal costs and expenses or any other costs and expenses, howsoever incurred, in the investigation, defence and/or settlement of any claim against the **Insured** or in respect of any other inquest, inquiry, enforcement action, or proceedings in which the **Insured** may be involved in relation to any of the foregoing.

2. Contractual Liability

assumed by the **Insured** by any contract or agreement and which would not have attached in the absence of any such contract or agreement.

3. Deliberate Acts

arising out of or in connection with any deliberate or wilful act or omission of the **Insured** or any director, partner or **Employee** and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.

4. Employer's Liability

arising out of or in connection with **Bodily Injury** sustained by any **Employee** and arising out of and in the course of such person's employment or service with the **Insured**.

5. Fines, Penalties, Punitive or Exemplary Damages

for any fine, penalty or punitive or exemplary damages and/or any order of prosecution costs awarded or made against the **Insured**.

6. Non EU Jurisdiction

for any action for damages brought in a Court of Law outside the European Union.

7. Pollution and Contamination

- (a) directly or indirectly arising out of discharge, dispersal, release or escape of **Pollutants**
- (b) for the cost of removing, nullifying or cleaning up of **Pollutants**
- (c) for fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of **Pollutants**

Notwithstanding the foregoing, this **Policy** shall cover liability otherwise excluded under paragraphs (a) and (b) above which arises from a sudden, identifiable, unintended and unexpected **Occurrence** which takes place in its entirety at a specific time and place.

The liability of the **Insurer** for all claims made in any one **Period of Insurance** arising out of the discharge, dispersal, release or escape of **Pollutants** shall not exceed the **Limit of Indemnity** specified in the **Policy Schedule** provided that the **Insured** shall not be indemnified under more than one **Period of Insurance** in respect of all claims made against them arising from any one **Occurrence**.

All claims made arising from any one **Occurrence** shall be deemed to attach to the insurance current as at the date of the **Occurrence** and the limit of indemnity in effect at that date shall prevail.

8. Professional Services

for any remedial or professional or other advice, design or specification or treatment (other than medical first-aid treatment) provided for a fee or in circumstances where a fee would normally be charged.

9. Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

10. Terrorism

arising out of or in connection with any loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with

- (a) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

If the **Insurers** allege that, by reason of this Exclusion, any **Occurrence** is not covered by this **Policy**, the burden of proving the contrary shall be upon the **Insured**.

In the event that any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

11. War

of whatsoever nature, directly or indirectly, caused by or contributed to or arising from or as a result of or in connection with any consequences of war, invasion, act of foreign enemy hostilities (whether war be declared or

not) civil war, rebellion, revolution, insurrection, unlawful organisations or military or usurped power.

Public Liability Exclusions – What is Not Covered

The indemnity or cover provided in respect of Public Liability will not apply to legal liability or any defence costs and expenses

1. Airside

for any **Business** of the **Insured** undertaken **Airside**.

2. Defamation

for or arising from defamation, as defined in the Defamation Act 2009 (or amending legislation) made by the **Insured** or at the direction of the **Insured** or related to advertising, publishing, broadcasting conducted by or on behalf of the **Insured**.

3. Defective Workmanship

for the costs of making good defective workmanship or defective materials or arising out of the consequences of defective workmanship or defective materials other than the **Insured's** legal liability as expressed in the **Policy** in respect of **Bodily Injury** or **Damage to Property** resulting from such defective workmanship or defective materials.

4. Engineering Plant

for the bursting of any pressure part of

- (a) any steam boiler or any economiser
- (b) any vessel or apparatus intended to operate under steam pressure

unless such plant is the subject of a maintenance contract or maintenance procedure as required by statutory regulation.

5. Mechanically Propelled Vehicles

for the ownership, possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle.

6. Offshore Work

for work undertaken **Offshore**.

7. Passenger Lifts

for any passenger lift, elevator or escalator owned by the **Insured**.

8. Products

arising from any **Product(s)** other than food or beverages served for consumption on any of the **Insured's** premises to which this **Policy** applies.

9. Property in Care, Custody and Control

for **Damage to Property**

- (a) belonging to the **Insured**
- (b) in the care, custody or control of the **Insured** or any **Employee**
- (c) being that part of any **Property** on which the **Insured** is or has been working, if that **Damage** results directly from such work.

10. Sexual Abuse

for any actual or attempted conduct or contact of a sexual nature, including but not limited to, conduct or contact involving sexual gratification, discrimination, coercion, harassment or pressure of any kind.

11. Vessels or Craft

for the ownership, possession or use by or on behalf of the **Insured** of any vessel or craft designed to travel in or through water, air or space, other than hand propelled watercraft operated on inland waterways.

Product Liability Exclusions – What is Not Covered

The indemnity or cover provided in respect of Products Liability will not apply to legal liability or defence costs and expenses

1. Aircraft, Motor and Watercraft Products

for any of the **Insured's Products** which, with the **Insured's** knowledge, are supplied for use or installation in any aircraft, aerospace device, motor vehicle, hovercraft or watercraft.

2. Prior Knowledge

for any claim arising from circumstances known to the **Insured** prior to the inception date of this **Policy**.

3. Product Efficacy

arising from the failure of any **Products** to perform their intended function.

4. Product Recall or Guarantee

for expenditure, whether incurred by the **Insured** or others, for the withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement of any **Product** or part thereof and/or from **Financial Loss** consequent upon the necessity for such withdrawal, recall, disposal, removal, repair, adjustment, alteration, recondition, replacement or reinstatement.

5. Product Subrogation Rights

in respect of any claim for **Product(s)**, where the **Insured** has contractually agreed they cannot exercise their rights of recovery against their supplier or any other party.

6. USA and/or Canada Exports

for **Products** exported directly or indirectly to the United States of America and/or Canada and/or their possessions or protectorates.

Data Protection policy

Personal Data

IPB Insurance is registered as a Data Controller with the Office of the Data Protection Commissioner and is required to comply with the Data Protection Acts 1988 and 2003 and the Data Protection Code of Practice for the Insurance Sector. Further information can be obtained at www.dataprotection.ie

We will keep the information you provide about you and third parties confidential. We may use it to provide and administer insurance products and financial services provided by us and sometimes with commercial partners. We may share the information both inside and outside the European Economic Area, in confidence, for these purposes with agents or service providers we have appointed, private investigators, regulatory organisations, other insurance and financial services companies (directly or via a central register) and to those whom we outsource certain business operations and as required by law.

Complaints Procedure

It is important to us that you receive the highest level of service at all times and we hope that you never have to complain. However, if for any reason you need to contact us on a service matter, we do wish to hear from you. It is our policy to deal with all complaints fairly and efficiently. Therefore, if you have a complaint, please contact the Complaints Officer, IPB Insurance, 1 Grand Canal Square, Grand Canal Harbour, Dublin 2. Tel: +353 1 639 5500

We will acknowledge all written complaints in writing within 5 business days of receipt and will advise you who is dealing with the complaint until it is resolved or cannot be processed any further. Details of all verbal complaints are recorded in writing. Upon receipt of a verbal complaint, we will offer you an opportunity to have your complaint treated as a written complaint. Our aim is to resolve any complaint as quickly as possible. You will receive a regular written update on the progress of the investigation at intervals of not greater than 20 business days. If your complaint is not resolved within 40 business days, we will inform you of the anticipated time frame in which we hope to resolve the complaint and advise you of your right to refer the matter to the

Financial Services Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2.
Lo-Call: 1890 882090
Telephone: 01-6620899
www.financialombudsman.ie