



# Sompo International Consumer Combined Liability Policy



# CONTENTS

# PAGE

Introduction .....	4
Important .....	4
Status Disclosure .....	5
Data Protection & Privacy Notice .....	5
Luxembourg Professional Secrecy .....	7
Complaints regarding SI Insurance (Europe), SA activities .....	7
Several Liability Clause .....	9
Sanctions .....	9
Section 1 – Operative Clauses .....	10
Section A – Employers’ liability .....	10
Operative Clause .....	10
Limit of Indemnity .....	10
Exclusions applicable to Section A .....	10
Section B– Public Liability .....	11
Operative clause .....	11
Limit of Indemnity .....	11
Extension applicable to Section B .....	11
Exclusions applicable to Section B .....	12
Section C – Products liability .....	13
Operative clause .....	13
Limit of Indemnity .....	13
Exclusions applicable to Section C .....	13
Section D – Pollution liability .....	14
Operative clause .....	14
Limit of Indemnity .....	15
Exclusions applicable to Section D .....	15
Section 2- General Extensions, General Exclusions and General Conditions .....	16
1. Cross liabilities .....	16
2. Compensation for court attendance .....	16
3. Legal expenses arising from Health and Safety legislation .....	16
General Exclusions .....	17

1.	Abuse .....	17
2.	Asbestos .....	17
3.	Data Protection .....	17
4.	Communicable Disease .....	17
5.	Contractual Liability .....	17
6.	Cyber .....	18
7.	Deliberate, Reckless or Intentional Acts .....	18
8.	Design or Advice.....	18
9.	Lead.....	18
10.	Liquidated Damages.....	18
11.	Loss of Use .....	18
12.	Nuclear .....	19
13.	Punitive, Aggravated or Exemplary Damages .....	19
14.	Terrorism.....	19
15.	United States of America or Canada .....	19
16.	War.....	20
General Conditions .....		20
1.	Observe and Fulfilment.....	20
2.	Policy and Schedule .....	20
3.	Fraud .....	20
4.	Your Duty of Disclosure.....	20
5.	Material Change.....	21
6.	Notice .....	21
7.	No admission, offer, promise or payment .....	21
8.	Conduct and Control .....	22
9.	Other Insurance .....	22
10.	Accurate Records .....	22
11.	Interpretation.....	22
12.	Insurance Act 1936.....	22
13.	Stamp Duty.....	23
14.	Currency .....	23
15.	Excess .....	23
16.	Other Insurance .....	23
17.	Personal Protective Equipment .....	23
18.	Precautions .....	24

19.	Rights of Recourse.....	24
20.	Sub-Contractors .....	24
21.	Subrogation.....	25
22.	Limit of Indemnity.....	25
23.	Cooling Off Period and Cancellation .....	25
24.	Refund of Premium .....	26
25.	Claims Condition & Notification.....	26
Section 3 - Definitions.....		28



## SI Insurance (Europe), SA

### Consumer Combined Liability Policy

#### Introduction

This **Policy** is a contract between **You** and **Us** and is based upon the information **You** have given on **Your** Proposal and any other information **You** have supplied to **Us**.

In return for the Premium paid or agreed to pay, **We** have agreed to insure **You** in accordance with the provisions of this **Policy** under the Terms, Conditions and Exclusions in this **Policy** and any Endorsements.

**We** will indemnify **You** for any liability that happens during the **Period of Insurance** for which **You** have paid or agreed to pay the Premium.

#### Important

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

**We** would remind **You** that **You** must answer the questions **We** ask **You** honestly and with reasonable care. The answers provided to our questions affect **Our** assessment or acceptance of this insurance. **You** must tell **us** immediately of any facts or changes which might affect those answers. If **You** do not disclose all relevant facts **You** may invalidate **Your Policy** or **Your Policy** may not operate fully.

This obligation applies when seeking to renew the **Policy**.

## Status Disclosure

SI Insurance (Europe), SA, the Insurer, is a Luxembourg based insurance company with a registered address at 40 avenue Monterey, L 2163, Luxembourg and company registration number B221096. The Insurer is authorised by the Luxembourg Ministry of Finance and is supervised by the Luxembourg insurance regulator Commissariat aux Assurances. SI Insurance (Europe), SA is part of the worldwide Sompo International insurance group.

## Data Protection & Privacy Notice

The Insurer, SI Insurance (Europe), SA ("**SIIE**") is authorised to provide non-life insurance services in the local market and outside the Grand Duchy of Luxembourg. In accordance with the Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), **SIIE** is the Data Controller of the data collected about you. As such, **SIIE** is responsible for the way in which this data is processed. **SIIE** will use personal information and special category data given by you, together with other information for, amongst other things, the administration of this Policy, the handling of claims, the provision of customer services, credit checks and to prevent and detect fraud. **SIIE** is a member of the Sompo International<sup>1</sup> group; as such, the information you provide may also be disclosed to **SIIE**'s affiliates or parent, service providers and agents for these purposes. It may also be disclosed to the insured's insurance advisor, where appointed.

**SIIE** may need to collect and process information relating to individuals who may benefit from this Policy, which may include both personal data and special category data (such as medical history). You must ensure that you have explicit verbal or written consent from these individuals to such information being processed by **SIIE**.

In collecting or processing personal data, including special category data, about the insured or related third parties under this Policy, **SIIE** shall comply with applicable data protection legislation. **SIIE** is committed to protecting your personal information and respecting your data protection and privacy rights you have under applicable law and regulations.

When you submit any information to **SIIE** for the purpose of requesting information from **SIIE** about, or obtaining, **SIIE**'s products or services or otherwise **SIIE** will use the information you provide, including any personal information, in its insurance business to conduct its business and perform its legal obligations, including:

- i) verifying your identity;
- ii) preventing, investigating or reporting fraud or potential fraud, money laundering, terrorism, misrepresentation, security incidents, sanctions violations or any crime, all in accordance with applicable law and regulations;

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<sup>1</sup> The term "Sompo International" refers to and includes each and every subsidiary of Sompo International Holdings Ltd., a Bermuda exempted company ("SIHL"). To the extent, however, that an affiliate of SIHL that is not a subsidiary of SIHL receives or uses personal information that is covered by this Policy and requires protection under the Data Protection Legislation, then such affiliate is included within "Sompo International" for purposes of protecting the data that such affiliate receives or uses. For a list of Sompo International offices, please see <https://www.sompo-intl.com/location/corporate>. For a list of affiliates that are included in the Sompo Group, please see [https://www.sompo-hd.com/en/group/group\\_list/](https://www.sompo-hd.com/en/group/group_list/).

- iii) assessing, establishing and managing claims and arranging or entering into any appropriate settlements;
- iv) managing, reporting and auditing **SIIE's** business operations;
- v) recovering debt;
- vi) developing, improving and protecting **SIIE's** products, services, website, systems and relationships with you;
- vii) research, risk management and statistical analyses;
- viii) establishing, exercising or defending legal claims; and
- ix) meeting regulatory and compliance requirements.

**SIIE** will ensure that your personal data is processed in a manner consistent with the purposes set above. **SIIE** will retain your personal data for as long as it is necessary for the purposes mentioned above or as long as required by law.

With your permission, **SIIE** may also use your contact details (including email address(es)) to send you information about products and services or other products and services provided by **SIIE** or one of its group companies.

**SIIE** may share your information for the purposes outlined above with:

- i) **SIIE's** group companies;
- ii) brokers, other insurers and underwriters;
- iii) healthcare professionals;
- iv) law enforcement authorities;
- v) other government authorities;
- vi) fraud prevention agencies; and
- vii) third parties involved in any aspect of claims management including surveyors, loss adjusters, claims agents, solicitors and private investigators;
- viii) parties that may have a financial interest in the insurance policy or claim;
- ix) other service providers that may process your personal information on **SIIE's** behalf (for example, IT service providers that host or support **SIIE's** business and may have data that includes your personal information); and
- x) others with your consent or in accordance with applicable law and regulations.

**If you have provided information about another person, in doing so you confirm that you have such person's consent to provide the personal information to SIIE, that you have told such person that you have provided the information to SIIE, and how SIIE will use the personal information as described in this notice.**

To the extent you have provided your consent, and your consent provides the basis for **SIIE** use of the information, you may withdraw your consent at any time by contacting **SIIE** as described below.

More details about how **SIIE** uses your personal information may be found in the Sampo International General Privacy Policy, available on **SIIE's** at <https://www.sompo-intl.com/privacy-policies/>.

The website also provides additional information about your data protection rights, how you may access and update your personal information and other choices you have about how **SIIE** use your personal information (including how to object to processing or withdrawing your consent at any time). If you have any questions regarding this notice, please contact **SIIE** at:

Attn: Chief Compliance Officer  
SI Insurance (Europe), SA  
1221 Avenue of the Americas  
New York City, NY 10020  
[Privacy@sompo-intl.com](mailto:Privacy@sompo-intl.com)

Any complaints regarding the processing of your personal data can be sent to the postal and email addresses mentioned above or to the Luxembourg Data Protection Authority (Commission Nationale pour la Protection des Données), 15 Boulevard du Jazz L-4370 Belvaux, Luxembourg (cnpd.public.lu).

## Luxembourg Professional Secrecy

SI Insurance (Europe), SA ("SIIE") as an insurer based in Grand-Duchy of Luxembourg is subject to an obligation to professional secrecy under the Luxembourg Act of 7 December 2015 on the insurance sector, as amended (the "Act").

Pursuant to this law, the policyholder is informed that SIIE outsources services, activities, tasks or functions ("outsourced services") to external service providers and is required in this context to transfer to them data or information covered by professional secrecy.

SIIE communicates on [www.sompo-intl.com/locations/luxembourg](http://www.sompo-intl.com/locations/luxembourg) website full information on the nature of the outsourced services, the type of information transmitted within the framework of the outsourcing and the country of establishment of the entities providing the outsourced services. The policyholder can consult this information by visiting the website or can obtain a copy of it by sending a request to SIIE by mail, telephone or email specified in the insurance policy.

By signing the (re)insurance application, (re)insurance contract and / or paying the premium, the policyholder declares to have read this information and to consent to the outsourcing, the type of information transmitted in the context of the outsourcing and the country of establishment of outsourced service providers.

## Complaints regarding SI Insurance (Europe), SA activities

Complaints can be addressed to **Us** at:

**The Compliance Officer**  
**SI Insurance (Europe), SA**  
40 avenue Monterey  
L-2163 Luxembourg  
Grand Duchy of Luxembourg  
Email: [complaints@sompo-intl.com](mailto:complaints@sompo-intl.com)

We will review the complaint information and provide an acknowledgment of receipt within a period not exceeding **five (5)** working days from receipt of the complaint, unless the response itself is provided to the complainant ("You/Your") and resolved within that period. **We** undertake to respond to each complainant without unnecessary delay and in all cases within a period of **forty (40)** business days as from the date of receipt of Your complaint, except where the complexity of the request requires an extensive analysis, in which case **We** will indicate the causes of the delay and the



foreseeable date of its response. **We** will also provide You with regular updates on the status of Your complaint no greater than **twenty (20)** business days.

Within **five (5)** business days of completion of the investigation, **We** will advise You on paper or another durable medium of the outcome of their investigation, the terms of any offer or settlement if applicable, and that You can refer the matter to the Financial Services and Pensions Ombudsman whose contact details are below:

**Financial Services and Pensions Ombudsman**

Lincoln House

Lincoln Place

Dublin 2

D02 VH29

**Email:** [info@fspoi.ie](mailto:info@fspoi.ie)

**Phone:** [+353 1 567 7000](tel:+35315677000)

If **We** cannot respond fully to Your complaint after You have contacted **Us**, or You are unhappy with the Insurers' final response, You can submit Your complaint to the competent supervisory authority or, if You are a consumer, to the insurance mediation organisation, before starting the legal proceedings.

Should You not receive a response or a satisfactory solution within **ninety (90)** days of Your complaint to **Us**, You can contact the Commissariat aux Assurances (the CAA) in Luxembourg for the out-of-court complaint resolution within one year (12 months) term from the date of Your complaint to **Us**.

**Commissariat aux Assurances**

7 boulevard Joseph II,

L-1840 Luxembourg,

Grand Duchy of Luxembourg

Fax: +352 22 69 10

Email: [reclamation@caa.lu](mailto:reclamation@caa.lu)

Website: [www.caa.lu](http://www.caa.lu)

You may also use the Complaint Form available at the following address:

[http://www.caa.lu/uploads/documents/files/DRER\\_EN.pdf](http://www.caa.lu/uploads/documents/files/DRER_EN.pdf)

Alternatively, if You are a consumer, You can refer Your complaint to an Insurance Ombudsman in Luxembourg:

**Association des Compagnies d'Assurances (ACA)**

c/o Médiateur en Assurance

B.P. 448

L-2014 Luxembourg

Grand Duchy of Luxembourg

Fax: +352 44 02 89

Email: [mediateur@aca.lu](mailto:mediateur@aca.lu)

Website: <https://www.aca.lu/>

If You were sold this product online or by other electronic means and within the European Union (EU) You may refer Your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of

Your complaint the ODR will escalate Your complaint to Your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>.

## **Several Liability Clause**

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.

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## **Sanctions**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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.

# Section 1 – Operative Clauses

## Section A – Employers' liability

### Operative Clause

Subject to the Exclusions, Conditions and Definitions of this **Policy**, **We** will indemnify **You** under this Operative Clause for:

- a) all sums which **You** shall become legally liable to pay as **Damages**; and
- b) **Costs and Expenses**,

in respect of **Bodily Injury** sustained by any **Employee** arising out of and in the course of

- i) their employment with **You**; or
- ii) their employment or participation in the performance of a contract in connection with **You** the primary purpose of which is the provision of labour only,

in connection with the **Business** and occurring during the **Period of Insurance** either:

- 1) within the Republic of Ireland; or
- 2) elsewhere in the world in respect of temporary non-manual visits (providing that such visits that do not exceed six (6) months in duration) by any **Employee** provided that such **Employee** is normally resident in the Republic of Ireland.

### Limit of Indemnity

The **Limit of Indemnity** is inclusive of **Costs and Expenses**.

**Our** liability to pay **Damages** and **Costs and Expenses** shall not exceed the **Limit of Indemnity** stated in the **Schedule** as applicable to Section A- Employers' Liability in respect of any one **Occurrence** irrespective of the number of insureds, claims or **Claimants** in any one **Period of Insurance**.

### Exclusions applicable to Section A

**We** will not indemnify **You** under this section against liability:

- a) for **Bodily Injury** to an **Employee** in circumstances where compulsory insurance or surety is required by EU Motor Directives.
- b) for **Bodily Injury** to an **Employee** arising **Offshore**.

Section A – Employer Liability is also subject to the General Exclusions set out in Section 2 (as applicable).

## Section B– Public Liability

### Operative clause

Subject to the Exclusions, Conditions and Definitions of this **Policy**, **We** will indemnify **You** under this Operative Clause for:

- a) all sums which **You** shall become legally liable to pay as **Damages**; and
- b) **Costs and Expenses**,

in the event of

- i) **Bodily Injury** to any person other than any **Employee**;
- ii) **Property Damage**; or
- iii) **Denial of Access**,

arising out of the **Business** and occurring during the **Period of Insurance** either:

- 1) in the Republic of Ireland and the within the **Territorial Limits**;
- 2) during the course of temporary visits abroad outside the **Territorial Limits** by **Your Employees** undertaking non-manual work, provided that
  - i. **Employees** are usually domiciled within the Republic of Ireland;
  - ii. **temporary** visits do not exceed six (6) months in duration.

### Limit of Indemnity

The **Limit of Indemnity** is inclusive of **Costs and Expenses**.

**Our** liability to pay **Damages** and **Costs and Expenses** shall not exceed the **Limit of Indemnity** stated in the **Schedule** as applicable to Section B- Public Liability in respect of any one **Occurrence** irrespective of the number of insureds, claims or **Claimants** in any one **Period of Insurance**.

## Extension applicable to Section B

### Overseas Personal Liability

Where **You** or any of **Your** directors or **Employees** are temporarily visiting a country outside the Republic of Ireland, **We** will provide indemnity to **You** and to

- a) any of **your** directors or **Employees**; or
- b) any spouse or child of **your** director or **Employee** ordinarily resident with them,

against liability incurred in a personal capacity, in connection with the **Business**, provided that such **Bodily Injury**, **Property Damage** or **Denial of Access** does not arise out of the ownership or occupation of land or buildings. Provided that **Business** visits do not exceed six (6) months in duration.

**Our** liability under this Extension shall be limited to EUR (or currency equivalent) 5,000.00 in the aggregate for all persons or entities covered under this insurance any one **Period of Insurance**. This

limit will form part of and not be in addition to the relevant **Limit of Indemnity** stated in the **Schedule**.

## Exclusions applicable to Section B

We will not indemnify for any liability for:

- a) **Property Damage** to tangible property belonging to **You** or in the custody or control of **You** or any **Employee** other than
  - i) tangible property including motor vehicles belonging to an **Employee** or visitor while on the **Premises**; or
  - ii) any premises, including contents (not being premises leased to **You**) which are temporarily occupied by **You** for the purpose of carrying out the **Business** in or to such premises;
  - iii) premises rented to **You**, for loss or damage not insurable under property insurance policies and for which **You** would not be liable other than by the lease or other agreement.
- b) arising out of ownership, possession or use of any mechanically propelled vehicle where a Certificate of Motor Insurance or surety is required under the EU Motor Directives or any similar legislation.
- c) arising out of the ownership, possession or use by **You** or on **Your** behalf of any aircraft or other aerial devices, hovercraft, **Offshore** installation or watercraft (other than hand- propelled or wind-powered watercraft whilst on inland waterways).
- d) arising out of any work undertaken airside: in, on or within any aircraft, airport runway, taxiway, dispersal area, apron, hanger, cargo, transit or flight handling area, including open spaces between and/or other operational or manoeuvring area and including any flight control facilities, wherever situated unless notified and agreed by **Us** prior to the work being undertaken.
- e) arising from any **Products** after they have ceased to be in **Your** custody or control.
- f) for damage to **Contract Work executed**.
- g) for the costs incurred by anyone in
  - i) recalling or making refunds in respect of any **Products** or **Contract Work executed**; or
  - ii) remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by **You** .
- h) for **Bodily Injury**;
  - i) sustained by any **Employee** arising out of and in the course of their employment of a contract of service with **You**; or
  - ii) arising out of and in the course of their employment or participation in the performance of a contract with **You** the primary purpose of which is the provision of labour only, in connection with the **Business**.

Section B – Public Liability is also subject to the General Exclusions set out in Section 2.

## Section C – Products liability

### Operative clause

Subject to the Exclusions, Conditions and Definitions of this **Policy**, **We** will indemnify **You** under this Operative Clause for:

- a) all sums which **You** shall become legally liable to pay as **Damages**; and
- b) **Costs and Expenses**,

in the event of

- i) **Bodily Injury** to any person; or
- ii) **Property Damage**,

arising from any **Product** within the **Territorial Limits** stated in the **Schedule** and during the **Period of Insurance**.

The trigger applicable to this Operative Clause is a) or b) below as specified in the **Schedule**:

- 1) Losses Occurring During

This Operative Cover applies where **Bodily Injury** or **Property Damage** occurs during the **Period of Insurance**.

- 2) Claims Made

This Operative Cover applies where a **Claim** is first made against **You** during the **Period of Insurance** and in accordance with General Condition 25. (Claims Condition & Notification) arising from any **Bodily Injury** or **Property Damage** occurring on or after the **Retroactive Date** specified in the **Schedule** and before the **Expiry Date** of the **Policy**.

### Limit of Indemnity

The **Limit of Indemnity** is inclusive of **Costs and Expenses**.

**Our** liability to pay **Damages** and **Costs and Expenses** shall not exceed the **Limit of Indemnity** stated in the **Schedule** as applicable to Section C- Products Liability in respect of any one **Occurrence** irrespective of the number of insureds, claims or **Claimants** in any one **Period of Insurance**.

### Exclusions applicable to Section C

**We** shall not indemnify **You** against liability:

- a) caused by or arising out of any **Products** which
  - i) to **Your** knowledge are for delivery or use in the United States of America or Canada; or
  - ii) are sold, supplied, erected, repaired, altered, treated, installed or intended for incorporation into the structure of or for use in any aircraft, spacecraft, hovercraft or waterborne craft or for marine or aviation or space purposes;
- b) for costs incurred in the repair, reconditioning or replacement of any **Product** or part thereof

and/or any financial loss consequent upon the necessity for such repair, reconditioning or replacement;

- c) arising out of loss of or damage to **Products** or part thereof;
- d) for the costs incurred by anyone in recalling or making refunds in respect of any **Products** or any product manufactured, distributed or handled by a customer of **You** of which the **Product** becomes a component part;
- e) for loss of or damage to any **Product** attributable to any known or suspected:
  - i) defect or deficiency therein, or
  - ii) unsuitability for its intended purpose or use;
- f) assumed by **You** under contract, agreement or guarantee unless such liability would have attached in the absence of such contract, agreement or guarantee;
- g) for **Bodily Injury**;
  - i) sustained by any **Employee** arising out of and in the course of their employment of a contract of service with **You**; or
  - ii) arising out of and in the course of their employment or participation in the performance of a contract with **You** the primary purpose of which is the provision of labour only;

in connection with the **Business**;

- h) arising out of or in connection with any **Pollution**;
- i) for **Property Damage** to that part of any property upon which **You** or any **Employee** is or has been working where such **Property Damage** arises out of such work.

Section C is also subject to the General Exclusions set out in Section 2.

## Section D – Pollution liability

### Operative clause

Subject to the Exclusions, Conditions and Definitions of this **Policy**, **We** will indemnify **You** under this Operative Clause for:

- a) all sums which **You** shall become legally liable to pay as **Damages**; and
- b) **Costs and Expenses**,

in the event of

- i) **Bodily Injury** to any person; or
- ii) **Property Damage**,

arising from **Pollution** occurring in its entirety during the **Period of Insurance** within the **Territorial Limits** stated in the **Schedule** in connection with the **Business** but only to the extent that **You** can demonstrate that such **Pollution**:

- 1) was the direct result of a sudden specific and identifiable event occurring during the

**Period of Insurance;** and

- 2) was not the direct result of **You** failing to take reasonable precautions to prevent such **Pollution** during the **Period of Insurance**.

### **Limit of Indemnity**

**Our** liability in respect to pay **Damages** and **Costs and Expenses** shall not exceed the **Limit of Indemnity** as detailed in the **Schedule** as applicable to Section D – Pollution Liability in respect of any one **Occurrence** irrespective of the number of insureds, claims or **Claimants**.

The **Limit of Indemnity** is inclusive of **Costs and Expenses**.

### **Exclusions applicable to Section D**

**We** shall not indemnify **You** against liability:

- a) arising out of or in connection with any **Product**;
- b) for **Property Damage** to premises presently or at any time owned or tenanted by **You**;
- c) for **Property Damage** to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by **You** or otherwise in **Your** care, custody or control;
- d) for **Property Damage** to tangible property owned, leased or hired by **You** or under hire purchase or on loan to **You** or in **Your** care, custody and control;
- e) arising out of ownership, possession or use of any mechanically propelled vehicle where a Certificate of Motor Insurance or surety is required under EU Motor Directives or any similar legislation;
- f) caused by the ownership or operation by or on **Your** behalf of any waterborne craft, hovercraft, aircraft, or rail borne vehicle;
- g) for **Bodily Injury**;
  - i) sustained by any **Employee** arising out of and in the course of their employment of a contract of service with **You**; or
  - ii) arising out of and in the course of their employment or participation in the performance of a contract with **You** the primary purpose of which is the provision of labour only,

in connection with the **Business**.

Section D is also subject to the General Exclusions set out in Section 2.



## Section 2- General Extensions, General Exclusions and General Conditions

This Section sets out all general Extensions, Exclusions and Conditions that apply to the entire **Policy**.

### General Extensions

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

#### 1. Cross liabilities

It is hereby declared and agreed that where more than one party is named in the **Schedule** as the insured, indemnity shall apply as though individual insurances have been issued to each party provided always that **our** total liability for all insureds shall not exceed the sum stated in the **Schedule** as the **Limit of Indemnity** for any one **Occurrence** and in the aggregate for any one **Period of Insurance**.

#### 2. Compensation for court attendance

In the event of any of **Your** directors, partners or **Employees** attending court as a witness at **Our** request in connection with a **Claim** in respect of which **You** are entitled to indemnity under this **Policy**, **We** will provide compensation at the following rates for each day on which attendance is required.

- a) any director or partner EUR 300 per day
- b) any **Employee** EUR 150 per day,

subject to a maximum aggregate limit for any one **Period of Insurance** of EUR 7,500.

#### 3. Legal expenses arising from Health and Safety legislation

The indemnity granted by this **Policy** is extended to apply to **Costs and Expenses** in cases of an alleged offence by **You** under the Safety, Health and Welfare at Work Act 2005 or any subsequent amending legislation, provided that:

- a) the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**;
- b) the cover will not apply to:
  - i) fines or penalties of any kind;
  - ii) liability assumed under a contract or agreement which would not have attached in the absence of such contract or agreement; and
  - iii) proceedings consequent upon any deliberate act or omission.

**Our** liability under this Extension shall be limited to EUR 1,000,000 in the aggregate for any one **Period of Insurance**. This limit will form part of and not be in addition to the relevant **Limit of Indemnity** stated in the **Schedule**.

## General Exclusions

Applicable to all sections of the **Policy**

**We** will not indemnify **You** against liability for all actual or alleged loss, liability, **Bodily Injury, Property Damage**, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expenses or any other amount direct or indirectly, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:

### 1. Abuse

any act that results in the maltreatment of a person and which may be of, but not limited to, a physical, sexual, verbal, psychological or emotional or financial nature.

### 2. Asbestos

exposure or alleged exposure to asbestos or material containing asbestos. This includes the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence to a loss.

### 3. Data Protection

compensation, damages, losses costs and expenses, fines, penalties, or other sum arising out of, directly or indirectly, a breach of privacy rules or legislation including the General Data Protection Rules (EU) 2016/679 or equivalent.

### 4. Communicable Disease

any **Communicable Disease** or any fear or threat (whether actual or perceived) of a **Communicable Disease**, or action taken in controlling, preventing, suppressing or in any way relating to any outbreak of any **Communicable Disease**.

### 5. Contractual Liability

any contractual liability which is assumed by **You** under agreement unless such liability would have attached in the absence of such agreement.

## 6. Cyber

any:

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

regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:

- i) any ensuing **Bodily Injury** (other than mental injury, mental anguish or mental disease); or
- ii) any ensuing **Property Damage** to or destruction of third-party property,

resulting from or arising out of a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act**. Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a **Cyber Incident** or a **Cyber Act**.

## 7. Deliberate, Reckless or Intentional Acts

the deliberate, conscious, reckless or intentional disregard of **Your** obligation to take all reasonable steps to prevent **Bodily Injury** or **Property Damage**.

## 8. Design or Advice

caused by or arising out of advice, design plans, specification, formulae, surveys or direction given by **You** for a fee; or professional services rendered by **You** or on **Your** behalf.

## 9. Lead

arising out of the presence, ingestion, inhalation, absorption or exposure to lead in any **Product**.

## 10. Liquidated Damages

liquidated damages clauses, penalty clauses or performance warranties unless such liability would have attached in the absence of such clauses or warranties.

## 11. Loss of Use

loss of use of tangible property which has not been physically injured or destroyed resulting from:

- a) a delay in or lack of performance by **You** or on **Your** behalf of any contract or agreement;
- b) the failure of **Your Products** or work performed by or on **Your** behalf to meet the level of

performance, quality, fitness or durability warranted or represented by **You**.

## 12. Nuclear

any:

- a) ionising radiation 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,
- c) weapon of war or mass destruction, whether or not employing atomic or nuclear fission or fusion or like reaction or radioactive force or matter, or pathogenic, chemical, biological or similar agents.

## 13. Punitive, Aggravated or Exemplary Damages

for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.

- a) for the first amount of each claim stated as the **Excess** in the **Schedule**;
- b) which forms the subject of insurance by any other **Policy** and this **Policy** shall not be drawn into contribution with such other insurance;

which is assumed by **You** under agreement unless such liability would have attached in the absence of such agreement;

- c) directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, evolution, insurrection, military or usurped power, confiscation, nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

## 14. Terrorism

an **Act of Terrorism**.

This exclusion also excludes loss, damage, costs or expenses of whatsoever nature directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.

If **We** allege that by reason of this exclusion any loss, damage or expense is not indemnified by this insurance the burden of proving to the contrary shall be upon **You**.

## 15. United States of America or Canada

in respect of any judgment award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgment award or settlement either in whole or in part.

## 16. War

directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

## General Conditions

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

### 1. Observe and Fulfilment

The due observance and fulfilment of the terms conditions and endorsements of this **Policy** insofar they relate to anything to be done or complied with by **You** shall be a condition precedent to **Our** liability to make any payment under this **Policy**.

### 2. Policy and Schedule

Any phrase or word in this **Policy** and the **Schedule** will be interpreted in accordance with the laws of Republic of Ireland. The **Policy** and the **Schedule** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Policy** or schedule shall bear such specific meaning wherever it may appear.

### 3. Fraud

If any claim under this **Policy** is in any respect fraudulent, this **Policy** shall become void and all benefit hereunder shall be forfeited.

### 4. Your Duty of Disclosure

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete (“Your Obligations”).

If **You** have fraudulently misrepresented any answer to **Our** questions **We** ask, **We** shall have the right to avoid this **Policy**. A fraudulent misrepresentation is one that is false or misleading in any respect and which the insured either knows to be false or misleading or consciously disregards whether it is false or misleading.

If **You** have negligently misrepresented any answer to **Our** questions before entering into this **Policy**, what **We** do will depend on what **We** would have done if **You** had given the correct information, as follows:

a) If **We** would not have entered into the **Policy**, **We** will avoid it. This means **We** will:

- i) treat the **Policy** as if it never existed and **We** will not cover any claims or losses under it;
  - ii) require **You** to repay any payments already made by **Us** under the **Policy**; and
  - iii) return the premium to **You**.
- b) If **We** would have entered into the **Policy** but on different terms (other than as to the Premium), the **Policy** will remain in force as if those other terms had been in force from the start of the **Period of Insurance**. This may result in **Us** not covering a claim or loss, or reducing the amount **We** pay.
- c) If **We** would have entered into the **Policy** but charged a higher premium, **We** will reduce the amount **We** pay for a claim or loss. The amount **We** pay will be the proportion of the claim or loss that the premium **We** charged bears to the premium **We** would have charged if **You** had given a fair presentation.

Both (ii) and (iii) above can apply at the same time.

Your Obligations also apply when the **Policy** is varied or renewed. It is important when answering **Our** questions at each variation or renewal that **You** provide to **Us** any relevant information, including any new information or responses previously provided, if it remains relevant to answer **Our** questions.

The above is provided for illustrative purposes and is not intended to amend or disapply any of the statutory rights or duties that apply under the Consumer Insurance Contract Act 2019.

## 5. Material Change

**You** shall give notice to **Us** of any alteration or **Circumstance** which materially changes the risks insured under this **Policy** and until **We** are advised of such alteration or **Circumstance** and shall have expressly agreed in writing to accept liability for such altered risk and **You** have paid or agreed to pay the additional premium (if any) **We** shall not be liable in respect of any claim or claims due wholly or partially to such alteration or **Circumstance**. A material change is one which takes the risk outside that which was within the parties' reasonable contemplation when the **Policy** was concluded.

## 6. Notice

**You** shall give immediate notice in writing to **Us** of any **Occurrence** that may give rise to a claim under this **Policy** and shall give all such additional information as **We** may require. Every impending prosecution, inquest or fatal accident enquiry claim, writ, summons or process and all documents relating thereto shall be forwarded to **Us** immediately they are received. Where there has been a breach of this condition, **We** shall not decline the claim in the absence of prejudice caused to **Us**.

## 7. No admission, offer, promise or payment

**You** shall make no admission, offer, promise or payment without **Our** written consent and **We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Your** own benefit any claim for indemnity or damages or otherwise and shall have

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

## **8. Conduct and Control**

**We** may at any time pay to **You** in connection with any claim or series of claims under this **Policy** to which an indemnity applies the **Limit of Indemnity** (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made, **We** shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of defence costs incurred prior to the date of such payment.

## **9. Other Insurance**

If in respect of any claim under this **Policy** there is any other insurance or indemnity in **Your** favour in force relative to such claim, or there would be but for the existence of this **Policy**, **Our** liability shall be limited to the amount in excess of that which is or would have been payable (but for the existence of this **Policy** ) in respect of such claim but subject always to the **Limit of Indemnity**. Except where the **Limit of Indemnity** is inclusive of **Costs and Expenses** if a payment exceeding the **Limit of Indemnity** has to be made to dispose of a **Claim**, the liability of the **Our** to pay all **Costs and Expenses** in connection therewith shall be limited to such proportion of the said **Costs and Expenses** as the **Limit of Indemnity** bears to the amount paid to dispose of a **Claim**.

## **10. Accurate Records**

Where the Premium is provisionally based on **Your** estimates **You** shall keep accurate records and within ninety (90) days of the expiry of the **Period of Insurance** declare such particulars as **We** require. The Premium shall then be adjusted and any difference paid or allowed to **You** as the case may be subject to any minimum Premium that may apply. Where such estimates include remuneration to **Employees** the required declaration shall also include remuneration to all persons defined as **Employees** by this **Policy**. Failure to declare such particulars to **Us** shall entitle **Us** to estimate if **We** so wish such particulars and to assess further Premium payment due calculated on such estimated particulars.

## **11. Interpretation**

This **Policy** and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, interpretation or formation shall be governed by and construed in accordance with the law of Republic of Ireland.

## **12. Insurance Act 1936**

All monies which become or may become payable by **You** under this **Policy** shall in accordance with section 93 of the Insurance Act 1936 be payable and paid in Ireland.

### 13. Stamp Duty

The stamp duty on this **Policy** has been or will be paid to the Revenue Commissioners in accordance with the provisions of section 113 of the Finance Act 1990.

### 14. Currency

The currency of all Premiums, sums insured, **Limits of Indemnity** and **Excesses** shown in this **Policy, Schedule**, Endorsement(s) or any renewal shall be Euro indicated as EUR.

### 15. Excess

Where an Excess is stated in the **Schedule**, **You** shall be responsible for the first amount so specified each and every **Occurrence**, inclusive of **Costs and Expenses**.

No cover will be granted under any Operative Clause under Section A (Employers' Liability), B (Public Liability), C (Product Liability) and D (Pollution Liability) for the amount of the **Excess** stated in the **Schedule**. The **Limits of Indemnity** stated in the **Schedule** are in excess of and not reduced by the amount of any **Excess**.

The payment of the **Excess** will be made prior to under **Us** making any settlement or **Costs and Expenses** payment under the **Policy**. Provided that **We** shall refund to **You** any amount of the **Excess** in full or in part should any claim be ultimately settled for any amount less than such **Excess**.

### 16. Other Insurance

If any **Claim** or loss covered by this **Policy** is also covered in whole or in part by any other valid and collectable insurance (other than insurance that is specifically stated to be in excess of this **Policy**) the insurance afforded by this **Policy** shall be in excess of and shall not contribute with such other insurances.

### 17. Personal Protective Equipment

**You** must at all times ensure that :

- a) all **Employees** or persons operating under **Your** control are made aware of the dangers of not using personal protective equipment including but not limited to by way of training;
- b) personal protective equipment is provided and signed for upon receipt by the **Employee** or persons operating under **Your** control, except that disposable personal protective equipment does not need to be signed for; and
- c) a register is maintained which demonstrates compliance with the above including but not limited to demonstrating that **Employees** or persons operating under **Your** control have received appropriate training.



In the event of a breach of this term, **We** shall have no liability under this **Policy** unless **You** can show that the non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## 18. Precautions

**You** must at all times take all reasonable precautions or steps:

- a) to observe and comply with all Statutory or local authority laws, obligations and requirements;
- b) in the selection of **Employees** or **Sub-contractors**;
- c) to see that construction plant equipment and machinery are substantial and sound and in proper order and fit for the purposes for which they are used; and
- d) to prevent accidents, **Bodily Injury** or **Property Damage**.

## 19. Rights of Recourse

**You** will all times retain full rights of recourse against those supplying **Products** or otherwise providing a service in connection with any **Product** or any component part thereof, unless **We** have agreed in writing to the waiver of such rights.

In the event of a breach of this term, **We** shall be entitled to refuse to pay, or reduce the amount they pay, for any claim under this **Policy**.

## 20. Sub-Contractors

**You** must take all steps to ensure that all **Sub-Contractors** that they engage maintain policies of insurance (with insurers other than **Us**) no less comprehensive than:

- a) employers' liability coverage with a limit of indemnity of not less than EUR 6,500,000 any one **Occurrence**;
- b) public liability coverage with a limit of indemnity equal to or greater than the limits provided by this **Policy**; and
- c) both such policies contain an Indemnity to **You** as principal.

**You** shall:

- i) obtain written evidence of the above; and
- ii) not assume by agreement, any liability that would not have attached to them in the absence of such agreement, including but not limited to, the assumption of liability on behalf of any **Sub-Contractor** or the waiver of rights of recourse against any **Sub-Contractor**.

In the event of a breach of this term, **We** shall have no liability under this **Policy** unless **You** show that the non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## 21. Subrogation

**You** shall, at the request and at the expense of **Us**, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **Us** for the purpose of enforcing any rights and remedies of or obtaining relief or indemnity from other parties to which **We** shall be or would become entitled or subrogated upon its paying for or making good any loss or damage insured by this **Policy** whether such acts and things shall be or become necessary or required before or after their indemnification by **Us**.

If **We** make a payment under the **Policy**, all rights of recovery against any third party will automatically be transferred to **Us**. **We** will not exercise any rights of recovery against any Employee unless the claim or loss was caused by such person intentionally or recklessly and with knowledge that the loss would probably result.

## 22. Limit of Indemnity

**Our** liability to pay **Damages** and **Costs and Expenses** under Section A (Employers' Liability), B (Public Liability), C (Products Liability) and D (Pollution Liability) shall not exceed the sum stated in the **Schedule** in respect of any one **Occurrence**.

Where an **Occurrence** gives rise to a liability under Section A (Employers' Liability), B (Public Liability), C (Products Liability) and D (Pollution Liability), **Our** total amount of liability shall not exceed the greatest **Limit of Indemnity** available under each Operative Clause involved.

Where an **Limit of Indemnity** is stated in the **Schedule** to apply, our total liability to pay **Damages** and **Costs and Expenses** for all insureds or persons or entities entitled to claim under the Policy shall not exceed the stated aggregate **Limit of Indemnity** for one **Period of Insurance** regardless of the number or severity of **Occurrences** or **Claims**.

In respect of any sub-limits specified in this **Policy** or **Schedule**, these will apply as set out in the relevant Extension or Endorsement as applicable.

## 23. Cooling Off Period and Cancellation

This insurance has a cooling off period of fourteen (14) days from either:

- a) the date **You** receive this **Policy**; or
- b) the start of the **Period of Insurance**,

whichever is the later.

If this **Policy** is cancelled within the cooling-off period, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis.

**You** can cancel this **Policy** any time, outside of the cooling-off period, by giving thirty (30) days' notice in writing to **Your** broker.

**We** can cancel this **Policy** by giving **You** thirty (30) days' notice in writing for:

- i) non payment of Premium;

- ii) a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- iii) non-cooperation or failure to supply any information or documentation **We** request; or
- iv) threatening or abusive behaviour or the use of threatening or abusive language.

If **We** cancel this **Policy**, **We** shall give you reasons for the cancellation and shall repay **You** the balance of the unexpired Premium.

## 24. Refund of Premium

If this **Policy** is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any Premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis.

There will be an additional charge, as stated in the **Schedule**, to cover the administrative cost of providing the insurance.

If **We** pay any claim, in whole or in part, then no refund of Premium will be allowed.

## 25. Claims Condition & Notification

**You** shall give **Us** written notice as soon as reasonably possible after becoming aware of any **Claim** or **Circumstances** which may give rise to a claim with full particulars of the **Claim** or **Circumstances** which may give rise to a **Claim**.

This notification must be within thirty (30) days of becoming aware of any **Circumstances** which may give rise to a **Claim**. Every letter, claim, writ, summons and process in connection with such **Circumstances** shall be forwarded to **Us** without undue delay on receipt and in any event no later than fourteen (14) days after receipt.

Written notice shall also be given without undue delay by **You** to **Us** immediately **You** shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this **Policy**.

**We** may at any time pay to **You** in connection with any claim or series of claims under this **Policy** to which a **Limit of Indemnity** applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made **We** shall relinquish the conduct and control of and be under no further liability in connection with such claims.

However, if **We** exercise the above option and the amount required to dispose of any claim exceeds the **Limit of Indemnity** and such excess amount is insured either in whole or in part with **Defence Costs** payable in addition to the **Limit of Indemnity** under this **Policy**, then **We** will also contribute such proportion of subsequent **Costs and Expenses** incurred with **Our** consent.

In The Event Of A Claim

For first notification of a **Claim** or an event which could give rise to a **Claim** please e-mail;

[intlclaims@sompo-intl.com](mailto:intlclaims@sompo-intl.com)

Sompo International address for written correspondence is:

1<sup>st</sup> Floor, 2 Minster Court  
Mincing Lane  
London  
EC3R 7BB

## Section 3 - Definitions

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

**Act of Terrorism** means: an act or series of acts including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious, or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

**Bodily injury** means: accidental death, disease, illness, physical and recognised psychiatric injury of or to an individual but shall exclude defamation, slander, false imprisonment, wrongful arrest, unlawful arrest, unlawful imprisonment, wrongful detention, unlawful detention, assault and any associated or linked mental or psychiatric injury claimed to be caused by or related to the defamation, slander, false imprisonment, wrongful arrest, unlawful arrest, unlawful imprisonment, wrongful detention, unlawful detention, assault.

**Business** means:

- a) the ordinary business of the **You** specified under Business Description in the **Schedule** undertaken by **You** at or from the **Premises**;
- b) the participation in exhibitions by **You**.

**Circumstance(s)** means: a circumstance, condition, fact, event or incident known to **You** and which **You** ought reasonably to realise may give rise to a **Claim**.

**Claim(s)** means: a written demand, notice, or other written communication received by the **You** asserting liability or responsibility of **You** for damages or relief.

A claim or series of claims which are attributable directly or indirectly to substantially the same general conditions will be added together and treated as one claim irrespective of:

- a) the period of time after the commencement of the **Period of Insurance**;
- b) the number of persons or organisations who sustain **Bodily Injury, Property Damage** or **Pollution**;
- c) the number of parties insured by this **Policy**;
- d) the number of claims made under this **Policy**,

All such claims will be deemed to have been made on the date when the claim is first made against **You**.

**Communicable Disease** means: any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

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

**Claimant(s)** means any party making a **Claim** against **You**.

**Costs and Expenses** means: all costs, fees, and expenses incurred by **You**, with the **Our** prior written consent, in the defence or settlement of any **Claim** under this **Policy** including legal expenses:

- a) arising out of representation at any Coroner's Inquest or Fatal Accident inquiry;
- b) arising out of any criminal prosecution or proceedings relating to an offence alleged to have been committed during the **Period of Insurance** by **You** and/or (with **Our** prior written consent for such cover) **Employees**, **Your** partners or directors, and in the course of the **Business** in respect of matters which may form the subject of indemnity by this **Policy** provided that:
  - i) **We** shall not be liable for any fines or penalties imposed as a consequence of such prosecution;
  - ii) **We** shall not be responsible for costs and expenses where **We** are required the opinion of Senior Counsel (whose appointment is at **Our** sole discretion) as to whether or not such costs should extend or continue to extend to the support of such defence, and where such Senior Counsel's opinion is that there is no reasonable defence to the prosecution;
  - iii) **Our** liabilities for costs and expense in cases of breach or alleged breach of the Safety, Health and Welfare at Work Act 2005 (and/or any legislation of similar effect) are limited to prosecutions thereunder and are limited to proceedings not consequent upon any deliberate act or omission;
  - iv) **Our** liabilities for costs and expense in cases of breach or alleged breach of the Consumer Protection Act 2007 (and/or

any legislation of similar effect) are limited to proceedings not consequent upon a deliberate act or omission; and,

- v) arising out of the defence of any proceedings in a Court Order for Summary Jurisdiction in respect of matters which may form the subject of indemnity by this **Policy**.

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

**Contract Work executed** means: work carried out by **You** or on **Your** behalf away from **Your** normal place of business or that of the party who carried out the work on **Your** behalf and which at the time of the event giving rise to a claim under this **Policy** is no longer **Your** property and not under the control of **You** or of any **Employee**.

**Cyber Incident** means:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

**Damages** means:

- a) monetary compensation capable of being awarded in civil proceedings;
- b) **Claimant's** costs, fees and expenses,

but excluding:

- i) aggravated, punitive and exemplary damages; and
- ii) criminal fines and penalties.

**Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

**Denial of Access** means: obstruction, loss of amenities, trespass, nuisance or interference with

any right of way, light, air or water.

- Endorsement** means: changes to the terms and conditions or scope of this Policy agreed by **Us** that can add, delete or otherwise alter the cover provided by this **Policy**.
- Excess(es)** means: the first amount of each and every claim or series of claims arising from one source or original cause. It is to be paid by the **You** and **We** are not liable to pay as specified in the **Schedule**. The amount stated in the **Schedule** is inclusive of all **Costs and Expenses**, adjusters' fees incurred in the investigation, defence or settlement of any claim. Loss of earnings do not count towards excess without written permission from **Us**.
- Expiry Date** means: the last day of the **Period of Insurance**.
- Occurrence** means: any accident, event, events of a series, injury, continuous or repeated injurious exposure to substantially the same general conditions arising out of one originating cause which results in **Bodily Injury, Property Damage** or **Pollution** neither expected nor intended by **You**.
- Offshore** means: from the time of embarkation by an **Employee** onto a conveyance at the point of final departure to an offshore rig or offshore platform within the territorial waters within the Republic of Ireland until disembarkation by that **Employee** from a conveyance on to land upon return from an offshore rig or offshore platform.
- Property Damage** means: accidental physical loss of or material damage to or destruction of tangible property.
- Period of Insurance** means: the period specified in the **Schedule** and will be the period of time during which this **Policy** provides indemnity.
- Pollutants** means: any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, dust, fibres, fungi, mould, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed. For the avoidance of doubt, bacteria, viruses or other pathogens are excluded within the definition of Pollutants.
- Pollution** means: any discharge, seepage, migration, dispersal, release or escape of **Pollutants** at any time or contamination of any kind of the atmosphere or of any water, land, buildings or other tangible property.
- Policy** means:
- a) all terms, provisions, Exclusions, conditions and **Limits of Indemnity** set out in this document;
  - b) the **Schedule**, notices and other documents attaching from time to



time; and

c) all Endorsements incorporated and issued for incorporation in this document,

all of which shall be read together and constitute the contract of insurance.

**Premises** means: the buildings, lands, properties and constructions used for the purposes of servicing the **Business** within the Republic of Ireland.

**Premium** means: the amount of premium specified in the **Schedule**.

**Product** means: any:  
tangible products or goods (including containers, labelling, instructions or advice provided in connection therewith) which are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed or serviced by **You** in the course of the **Business**, which have left **Your** care, custody or control.

**Premises** means: the buildings, lands, properties and constructions used for the purposes of servicing the **Business** within the Republic of Ireland.

**Retroactive Date** means: the date(s) stated in the **Schedule**.

**Schedule** means: the document entitled **Schedule** which relates to and forms part of this **Policy**.

**Sub-contractors** means: any bona fide sub-contractor including any company or firm or individual who enters into a contract with **You**, in the course of the **Business**, for the provision of services or the supply of goods or materials in conjunction with labour, but this does not include any company, firm or individual who enters into a contract of service with **You** for supply of labour only.

**Territorial Limits** means: the territorial limits stated in the **Schedule**.

**Terrorism** means: an act or series of acts including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious, or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

**We/Us/Our** means: the insurer, SI Insurance (Europe), SA.

**Your/Your** means: the person(s), partnership, corporation or organisation specified as the Insured in the **Schedule**.



# Sompo International Consumer Combined Liability Policy

