

# GENERAL LIABILITY WORDING

# Important Notice

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**Please check this Policy very carefully.**

The **Insured** has applied for this policy by a **Proposal** to the **Company** and is the basis of this contract, which is deemed to be incorporated herein and in consideration will pay the premiums. In return the **Company** will provide the cover as described in the policy subject to the terms and conditions and exclusions therein.

This policy (including the schedule, **Proposal**, and any endorsements) shall be read together as one document.

The policy of insurance concluded between the **Company** and the **Insured** is attached hereto.

The **Insured** and their insurance intermediary should carefully review the contents of the policy (including its attached schedule, endorsements and **Proposal**). If any of the information set out therein is incorrect, the **Insured** or their insurance intermediary must notify the **Company** within 14 days of receipt of this. Failure to do so may invalidate the Insurance provided.

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# General Liability Wording

This policy and schedule (including any schedule issued in addition or substitution) and any endorsements or memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears unless noted otherwise.

## Definitions

Each and every word or phrase printed in bold type anywhere in this policy (other than as a heading or a reference to a section) shall have the following meaning:

### 1. Accidental

Sudden, unforeseen, fortuitous and identifiable.

### 2. Bodily Injury

Bodily injury, death, illness or disease.

### 3. Business

The business of the **Insured** as specified in the schedule, which is deemed to include:

- (a) the ownership, occupation and maintenance of land or buildings by the **Insured**;
- (b) the provision and management of canteen, social, sports and welfare, and other facilities and organisations for the benefit of the **Employee**;
- (c) the provision and operation of first aid, fire and ambulance services;
- (d) private work undertaken by any **Employee** for any director or partner of the **Insured** or **Employee** with the prior consent of the **Insured**;
- (e) participation in exhibitions held within the **Territorial Limits**.

### 4. Company('s)

Casualty & General Insurance Company (Europe) Ltd.

An insurance Company registered in Gibraltar (Reg. No. 89400) whose registered office is Montagu Pavilion, 10 Queensway, Gibraltar. The Company is licensed by the Commissioner of insurance under the insurance Companies Ordinance to carry on insurance business in Gibraltar.

### 5. Contract Works

All works executed or in the course of execution by or on behalf of the **Insured** in the performance of any contract entered into by the **Insured** and materials for incorporation therein and all plant, tools, equipment, temporary works or temporary buildings for use in connection therewith.

### 6. Damage(s)

Loss of or physical damage to **Property**.

### 7. Employee(s)

- (a) employee;
- (b) person supplied to the **Insured** under a contract or agreement the terms of which deem such person to be in the employment of the **Insured**;
- (c) labour master or labour only subcontractor or person supplied by any of them;
- (d) self employed person;

# General Liability Wording

- (e) person hired to or borrowed by the **Insured**;
- (f) person undertaking study or work experience;
- (g) person while under the direct control and supervision of the **Insured**;

while working or under the control of the **Insured** in connection with the **Business**.

Provided always that this definition shall not include any bona fide subcontractor.

## 8. Event

Any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

## 9. Excess

The amount(s) specified in the schedule which the **Insured** agrees to pay in respect of all **Damages** and claimant's costs and expenses (unless otherwise stated) before the **Company** shall be liable to make any payment. The excess shall apply to each and every claim or series of claims arising out of one **Event**.

## 10. Insured('s)

Each and every person, firm or association named or identified as such in the schedule.

## 11. Legal Costs

- (a) costs of legal representation at;
  - (1) any coroner's inquest or inquiry in respect of any death;
  - (2) proceedings in any court arising out of any alleged breach of statutory duty;
- (b) all other costs and expenses in relation to the defence investigation or settlement of any claim incurred with the **Company's** written consent.

## 12. Period of Insurance

The period shown on the schedule page of the policy.

## 13. Principal('s)

Any party to a contract entered into by the **Insured** and entitled there under to receive the benefit of the **Insured's** work or services.

## 14. Products

Any goods, building or structure (including any component part thereof, or any container, label, instructions or advice supplied therewith) which is manufactured, designed, altered, distributed, constructed, erected, installed, repaired, serviced, treated, processed, sold, supplied, leased, or let on hire, by or on behalf of the **Insured** in the course of the **Business** and is no longer in the possession of the **Insured** but shall not include:

- (a) food or drink for consumption by any **Employee** on the premises of the **Insured** or at any other premises where the **Insured** is conducting his **Business**;
- (b) the **Contract Works**.

## 15. Property

Any material and tangible property.

## 16. Proposal

Any information supplied by or on behalf of the **Insured** prior to entering the insurance and any declaration made in connection therewith.

## 17. Territorial Limits

- (a) Republic of Ireland;
- (b) Elsewhere in the world, other than the USA or Canada or their respective territories or possessions, in connection with:
  - (1) non manual activities of any director or partner of the **Insured** or **Employee** ordinarily resident in the territories named in (a) above but temporarily engaged in the **Business** outside such territories;
  - (2) any occurrence arising out of **Products**.

## 18. Terrorism

Any act of any person(s) acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto or for the purpose of advancing a political, religious or ideological cause. An act falls within this section if it:

- (a) involves serious violence against a person or persons;
- (b) involves serious **Damage** to **Property**;
- (c) endangers a persons life, other than the person' committing the action;
- (d) creates a serious risk to the health and safety of the public or a section of the public;
- (e) is designed to interfere with or seriously disrupt an electronic system.

# General Exclusions

The following exclusions apply to this insurance as a whole. In addition, each section of this insurance has its own special exclusions which should be read carefully.

The **Company** shall have no liability under this policy to provide any indemnity or benefit:

## 1. Radioactive Contamination

for any legal liability directly or indirectly caused by or contributed to by or arising from:

- (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) exposure to any magnetic, electric or electromagnetic field or radiation, howsoever caused or generated.

## 2. Hazardous Work

for any legal liability arising from or in connection with:

- (a) any work of demolition except demolition solely undertaken with hand held tools or JCB's and of structures not exceeding 5 metres in height when such work forms an ancillary part of a contract for construction, alteration or repair;
- (b) the construction, alteration, maintenance or repair of bridges, piers, docks, viaducts, towers, steeples, chimney shafts or blast furnaces;
- (c) underpinning, pile driving, quarrying, tunneling or mines;
- (d) the use of explosives;
- (e) the handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibre. However, where such activities do not form part of the **Insured's** contract this exclusion shall not apply to legal liability arising from:
  - (1) the **Accidental** discovery of materials known or suspected to be asbestos or to contain asbestos fibre;
  - (2) the investigation of any such suspect materials;provided always that:
  - (1) immediately upon discovery as defined in (1) above all work ceases until the composition of all such materials is established;
  - (2) any subsequent handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibre is carried out by qualified licensed subcontractors on terms which indemnify the **Insured** for liability arising out of such work;
- (f) any work undertaken airside or on aircraft, hovercraft, offshore installations or rig or platform or watercraft;
- (g) the sale, supply, hire or erection of spectator stands;
- (h) the use of cradles, slings and the like;
- (i) any work carried out at a depth greater than 3 metre below ground level;
- (j) any work carried out at a height in excess of 15 metres above ground level;
- (k) the external cleaning of windows above ground level.

## 3. Fine, Penalty, Punitive or Exemplary Damages

- (a) for any fine, penalty or punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages;
- (b) for any order of costs awarded in any criminal proceedings.

## 4. Other Insurance

to the extent that indemnity is (or would be but for this insurance) available from any other source.

## 5. War

for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.

## 6. Terrorism

In respect of **Bodily Injury**, loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **Terrorism** (other than under Employers' Liability where the Limit of Indemnity for **Damages** costs and expenses payable in respect of any one claim against the **Insured** or series of claims against the **Insured** shall not exceed €6,500,000).

## 7. Asbestos

In respect of **Bodily Injury**, loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any exposure to, inhalation or ingestion of, or fears of the consequences of exposure to, inhalation or ingestion of, asbestos.



# General Conditions

The following conditions apply to this policy as a whole. In addition, each section of this insurance has its own special conditions which should be read carefully.

## 1. Reasonable precautions

The **Insured** shall:

- (a) take all reasonable care to prevent any circumstances or to cease any activity which may give rise to liability under this policy and to maintain the premises plant and everything used in the **Business** in a sound condition and to act in accordance with all the statutory obligations and regulations;
- (b) as soon as possible after discovery, make good or remedy any defect or danger and in the meantime shall take any such additional precautions to be taken as the circumstances may require.

## 2. Claims Procedures & Controls

The **Insured** shall, as a condition precedent to the **Company's** liability to make any payment under this Policy, give the **Company** notice (via Velocity Claims Management Ltd, 5th Floor, 5-10 Bury Street, London, EC3A 5AT – 0207 933 9141 (Tel) 0207 933 9142 (Fax) or email claims @cgice.com as soon as reasonably practicable of any:

- (a) occurrence which gives or may give rise to a Claim by the **Insured** under this Policy;
  - (b) claim made or threatened against the **Insured**;
  - (c) notice of any impending prosecution, inquest, inquiry, or other proceedings, relating to any matter for which indemnity or benefit may be provided under this Policy;
- and to include full particulars thereof and every letter, demand, writ, summons or other notice or process received by the **Insured**.

The **Insured** shall, as a condition precedent to the **Company's** liability to make any payment under this Policy, give the **Company** all information and assistance as they may reasonably require, take no action which might prejudice the **Company** and not admit liability for or offer to settle any claim, costs or expenses without the written consent of the **Company**.

The **Company** shall be entitled at any time and at their sole discretion to:

- (a) take over and conduct in the Insured's name the defence of any Claim and to prosecute in the **Insured's** name for the **Company's** benefit any
- (b) claim for indemnity or damages or otherwise against any third party;
- (c) conduct any negotiations and proceedings and the settlement of any Claim;
- (d) pay to the **Insured** the Limit of Indemnity (less any costs incurred by the Company) or any lesser sum for which any Claim can be settled;

whereupon they shall be under no further liability to the **Insured** in respect of such Claim.

Any person other than the **Insured** claiming any indemnity or benefit under this Policy shall observe, fulfil and be subject to the terms, conditions and limitations of this Policy (insofar as they apply) as if he were the Insured.

## 3. Alteration of Risk

If at any time:

- (a) any change is made in the description of the **Business**;
- (b) anything shall occur materially varying the information supplied to the **Company** at the time this insurance was effected;

the **Insured** shall give written notice to the **Company** as soon as is reasonably practicable.

# General Conditions

The **Company** reserve the right to amend the terms of this policy at the time of such notification.

## 4. Fraud

If the **Insured** shall make any claim knowing the same to be false or fraudulent this insurance shall become void and all benefit hereunder shall be forfeited.

## 5. Adjustment of Premium

If any part of the premium is based on estimates provided by the **Insured** the **Insured** shall keep an accurate record containing all relevant particulars and shall at any time allow the **Company** to inspect such record. The **Insured** shall within three months after the expiry of each **Period of Insurance** furnish such information as the **Company** may require. The premium shall then be adjusted and the difference paid by or allowed to the **Insured** subject to any minimum premium required. The **Company** reserve the right to request the **Insured** to supply an auditors certificate attesting to the accuracy of any information furnished to the **Company**.

## 6. Irish Law

This policy shall be governed by and construed in accordance with the law of Ireland unless otherwise agreed by the **Company**. In the event of any dispute concerning the interpretation of this policy both the **Insured** and the **Company** agree to submit to the jurisdiction of any court of competent jurisdiction within the Republic of Ireland and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

## 7. Cancellation

The **Company** may cancel this policy by sending seven (7) days written notice to the **Insured** at the **Insured's** last known address and in such event the **Insured** will be entitled to a refund of a proportionate part of the premium corresponding to the unexpired **Period of Insurance**, subject to any minimum premium required.

# Section One – Employers Liability

## Cover and Jurisdiction

The **Company** will indemnify the **Insured**:

- (a) against legal liability for **Damages** and claimant's costs and expenses in respect of **Accidental Bodily Injury** sustained by any **Employee** caused during the **Period of Insurance** within the **Territorial Limits** and arising out of and in the course of employment by the **Insured** in the **Business**;
- (b) in respect of **Legal Costs** incurred with the written consent of the **Company** in connection with any occurrence which is or may be the subject of indemnity under (a) above;

provided always that no indemnity will be afforded by the **Company** in respect of any judgement, award or settlement made in any country or territory outside the Republic of Ireland, United Kingdom, the Channel Islands or the Isle of Man (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part) unless the **Insured** has requested that there shall be no such limitation and has accepted the terms offered by the **Company** in granting such cover which offer and acceptance must be signified by an endorsement attaching to this policy.

## Limit of Liability

Irrespective of:

- (a) the number of parties or entities entitled to indemnity;
- (b) the number of claimants;

the total amount payable by the **Company** under this section (including all Extensions) in respect of or arising from any one claim or series of claims arising out of one cause shall not exceed the Limit of Indemnity specified in the schedule.

## Conditions Precedent to section 1

### 1. Personal Protective Equipment

It is a condition precedent to liability under this policy that:

- (a) all **Employees** and any other operatives for whom the **Insured** is responsible, or may have responsibility, are made aware of the dangers of not using personal protective equipment;
- (b) personal protective equipment is provided;
- (c) a register is maintained which demonstrates that **Employees** have received appropriate training and are fully conversant with the way in which to access such personal protective equipment.

## Exclusions to section 1

This section will not apply to legal liability in respect of:

### 1. Road Traffic Legislation

**Bodily Injury** for which the **Insured** is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union.

### 2. Offshore Work

**Bodily Injury** sustained by any **Employee** while offshore.

Provided that any **Employee** shall be deemed by the **Company** for the purposes of this policy to be offshore from the time of embarkation onto a conveyance at the point of final

# Section One – Employers Liability

departure to any offshore installation (including but not limited to any offshore rig or platform) until disembarkation onto land upon return from such installation.

## 3. Asbestos

Any claims arising out of **Asbestos**.

## Extensions to Section 1

### 1. Legal Defence Costs

The **Company** will indemnify the **Insured** and, if the **Insured** so requests, any **Employee**, director or partner of the **Insured** in respect of **Legal Costs** and other expenses incurred with the written consent of the **Company** in the defence of any criminal proceedings brought or in relation to an appeal against conviction arising from such proceedings in respect of a breach of any Applicable Legislation.

Provided that the proceedings relate to both the health, safety and welfare of any **Employee** to an offence alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

This extension will not apply:

- (a) to fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders;
- (b) to proceedings consequent upon any deliberate act or omission by:
  - (1) the **Insured**;
  - (2) any partner or director of the **Insured**;which could reasonably have been expected to constitute a breach of the Applicable Legislation having regard to the nature and circumstances of such act or omission;
- (c) where indemnity is provided by any other insurance.

For the purposes of this extension Applicable Legislation shall mean:

- (a) the Safety Health & Welfare at Work Act 1989 or similar safety legislation of the Republic of Ireland.

The total amount payable by the **Company** under this extension shall not exceed €100,000 any one occurrence and in the aggregate within the **Period of Insurance**.

### 2. Compensation for Court Attendance, inquests or enquiries

If at the request of the **Company** any of the under mentioned persons shall attend as a witness in connection with a claim in respect of which the **Insured** is entitled to indemnity under this section the **Company** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required;

- (a) any director or partner of the **Insured** €500;
- (b) any **Employee** €250.

### 3. Unsatisfied Court Judgements

If a judgement for **Damages** is obtained:

- (a) by any **Employee** or the personal representative of any **Employee** in respect of **Bodily Injury** sustained by the **Employee** caused during the **Period of Insurance** and arising out of and in the course of employment by the **Insured** in the **Business**;

## Section One – Employers Liability

- (b) against any **Company** or individual operating from premises within the Republic of Ireland;
- in any court within the territories specified in (b) above; **and**
- (c) remains unsatisfied in whole or in part six months after the date of such judgement;

at the request of the **Insured** the **Company** will pay to the **Employee** or the personal representative of the **Employee** the amount of any such **Damages** and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- (a) there is no appeal outstanding;
- (b) if any payment is made under the terms of this extension, the **Employee** or the personal representative of the **Employee** shall assign the judgement to the **Company**.

## Section Two – Public/Products Liability

### Public Liability (a)/ Products Liability (b)

#### Cover and Jurisdiction

The **Company** will indemnify the **Insured**:

- (a) against legal liability for **Damages** and claimant's costs and expenses in respect of **Accidental Bodily Injury** and **Accidental Damage to Property** occurring during the **Period of Insurance** within the **Territorial Limits** and in connection with the **Business**;
- (b) against legal liability for **Damages** and claimant's costs and expenses in respect of **Accidental Bodily Injury** and **Accidental Damage to Property** occurring during the **Period of Insurance** within the **Territorial Limits** and in connection with the **Business** arising out of any **Products**;

and in respect of **Legal Costs** incurred with the written consent of the **Company** in connection with any occurrence which is or may be the subject of indemnity under (a) and (b) above;

provided always that no indemnity will be afforded by the **Company** in respect of any judgement, award or settlement made in any country or territory outside the Republic of Ireland, United Kingdom, the Channel Islands or the Isle of Man (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part) unless the **Insured** has requested that there shall be no such limitation and has accepted the terms offered by the **Company** in granting such cover which offer and acceptance must be signified by an endorsement attaching to this policy.

#### Limit of Liability

1. Irrespective of:

- (a) the number of parties or entities entitled to indemnity;
- (b) the number of claimants;

the total amount payable by the **Company** under this section (including all extensions) in respect of or arising from any one claim or series of claims arising out of one cause shall not exceed the Limit of Indemnity specified in the schedule.

Provided that the liability of the **Company** in any one **Period of Insurance** in respect of:

- (a) all events happening during any such **Period of Insurance** and arising out of **Products** shall not exceed the Limit of Indemnity as specified in the schedule;
- (b) all incidents deemed by the **Company** to have occurred during any such **Period of Insurance** in respect of pollution and contamination shall not exceed the Limit of Indemnity as specified in the schedule for Public Liability.

2. All legal costs payable by the **Company** shall be paid in addition to the Limit of Indemnity unless stated otherwise.

Provided that:

- (a) if a payment of damages and/or claimant's costs and expenses exceeding the Limit of Indemnity has to be made to dispose of the claim; and
- (b) the **Company** is liable to pay **Legal Costs** in addition to the Limit of Indemnity;

the liability of the **Company** for such **Legal Costs** shall be limited to such proportion as the Limit of Indemnity bears to the amount paid to dispose of such claim. Nothing contained in this clause shall be construed to vary or override General Condition 2 of this policy.

## Section Two – Public/Products Liability

### Exclusions

The **Company** shall have no liability under this policy to provide any indemnity or benefit for any legal liability:

#### 1. Pollution & Contamination

directly or indirectly caused by or arising from seepage, pollution or contamination of any kind, or for the cost of neutralising, containing, removing or cleaning-up any substance causing or resulting from any incidence of such seepage, pollution or contamination other than such liability directly caused by any sudden, unintended, and unexpected event which occurs in its entirety at a specific place and time during the **Period of Insurance**;

#### 2. Injury to Employees

for **Bodily Injury** sustained by any **Employee** arising out of and in the course of employment by the **Insured** in the **Business**;

#### 3. Vehicles

arising out of the ownership, possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle while in use in circumstances where insurance or security is required under the provisions of any road traffic legislation but this exclusion will not apply to:

- (a) mechanical plant while operating as a tool of trade;
- (b) the loading or unloading of any vehicle;

except in respect of legal liability for which:

- (a) insurance or security is required by law;
- (b) indemnity is provided by any motor insurance.

#### 4. Vessels and Craft

arising out of the ownership, possession or use by or on behalf of the **Insured** or of any vessel or craft designed to travel in, on or through water, air or space.

#### 5. Contract Works and Property in the Insured's Care, Custody or Control

in respect of loss of or **Damage to Property**:

- (a) which constitutes or forms any part of the **Contract Works** happening before the date of certified completion or handover of the **Contract Works** by the **Insured**;
- (b) which at the time of the **Event** giving rise to such liability is owned by, held in trust by or in the care, custody or control of or being worked upon by, the **Insured** or any **Employee** other than:
  - (1) personal effects of any **Employee**, director, partner or visitor to the **Insured**;
  - (2) premises (including their contents) not owned by or leased or rented to the **Insured** but temporarily occupied by the **Insured** for the purposes of undertaking work in connection with the **Business** provided that this paragraph (2) shall not include any **Property** to which (a) above applies;
  - (3) premises and their fixtures and fittings leased or rented to the **Insured** provided that where such liability has been accepted by agreement indemnity will only be provided to the extent that such liability would have attached in the absence of the said agreement;

## Section Two – Public/Products Liability

### 6. Professional Services

arising from any breach of professional duty, or any wrong or inadequate advice design or specification produced or provided by the **Insured**.

### 7. Defective Work and Products

in respect **Damage** to or the costs of recall, removal, repair, alteration, replacement or reinstatement of any:

(a) **Products**;

(b) **Property** which comprises the **Contract Works**;

caused or necessitated by the defective condition or unsuitability of any part of such **Products** or **Property**.

### 8. Contractual Liability for Products

arising from or in connection with **Products** where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of the said agreement.

### 9. Motor, Aircraft & Marine Products

arising from or in connection with **Products** which are for use in or on any motor vehicle, aircraft, aerospace device, hovercraft or waterborne craft or for marine or aviation purposes.

### 10. Efficacy

Arising from the failure of any **Product to** fulfill the purpose for which it was designed or intended.

### 11. Damage to Underground Services

in respect of **Damage** to any services located underground unless prior to commencement of any work which involves digging, boring or excavation the **Insured** has:

(a) taken or caused to be taken all reasonable steps to identify the location of any services under the site of the work. Reasonable steps shall include the use of Eircom's 'dial before you dig' service (dial 1901 and then press 2) in circumstances where it is possible that Eircom cables are under such site;

(b) retained a written record of the steps taken to locate such services.

Provided always that the indemnity afforded by the policy in respect of loss of or **Damage** to services located underground shall not apply to the amount of the **Insured's** Retained Liability specified below which shall be retained by the **Insured** as his own liability and uninsured.

<b>Insured's</b> Retained Liability	10% or the first €6,500 (whichever is the greater) of the amount of each and every claim or series of claims arising out of one originating cause.
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### 12. Work Offshore

arising from or in connection with any work undertaken in or on any offshore accommodation, exploration, drilling or production rig/installation or offshore support vessel.



## Section Two – Public/Products Liability

### 13. Deliberate Acts

arising from any deliberate act or omission of the **Insured** and which could reasonably have been expected by the **Insured** having regard to the nature and circumstances of such act or omission.

This exclusion shall also apply in respect of any deliberate act or omission of any other person entitled to indemnity but only in so far as indemnity to such person is concerned.

### 14. Work on behalf of the Insured

arising from or in connection with any work undertaken on behalf of the **Insured** other than by an **Employee**.

### 15. Component Building Material

caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

### 16. Fungus, Mould and Mildew

- (a) arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens;
- (b) any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens;
- (c) any obligation or duty to defend any actions on account of **Bodily Injury** or **Damage** or medical payments arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

For purposes of this exclusion, “**Bodily Injury**” shall include mental anguish, mental injury and/or emotional distress.

### 17. Date Recognition (and Data)

from the failure of any computer or system for processing, storing or retrieving data whether the **Property** of the **Insured** or not to:

- (a) correctly recognise any data as its true calendar date;
- (b) capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- (c) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed in to any computer.

### 18. Excess

for the amount of the excess as specified in the schedule.

## Section Two – Public/Products Liability

### Extensions

#### 1. Cross Liabilities

If the **Insured** comprises more than one party or entity the **Company** will indemnify each in the same manner and to the same extent as if a separate policy had been issued to each.

Provided that the total amount of indemnity afforded by the **Company** shall not exceed the Limit of Indemnity regardless of the number of parties or entities entitled to it.

#### 2. Contingent Motor Liability

Notwithstanding exclusion 3 the **Company** will indemnify the **Insured** and no other against legal liability arising out of the use in the course of the **Business** of any mechanically propelled vehicle not the **Property** of nor provided by the **Insured**.

This extension will not apply to legal liability:

- (a) arising while such vehicle is being driven by the **Insured**;
- (b) in respect of loss of or **Damage** to such vehicle owned or provided by any **Principal** for whom the **Insured** is working or any subcontractor acting for or on behalf of the **Insured**;
- (c) arising out of the use of any such vehicle owned or provided by any **Principal** for whom the **Insured** is working or any subcontractor acting for or on behalf of the **Insured**;
- (d) arising outside United Kingdom, the Channel Islands or the Isle of Man;
- (e) in respect of which the **Insured** is entitled to indemnity under any other insurance.

#### 3. Compensation for Court Appearance

If at the request of the **Company** any of the under mentioned persons shall attend as a witness in connection with a claim in respect of which the **Insured** is entitled to indemnity under this section the **Company** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required;

- (a) any director or partner of the **Insured** €650;
- (b) any **Employee** €325.

#### 4. Overseas Personal Liability

The **Company** will indemnify the **Insured** and if the **Insured** so requests any director or partner of the **Insured** or **Employee** against legal liability incurred in a personal capacity while temporarily outside United Kingdom, the Channel Islands or the Isle of Man in connection with the **Business**.

This extension will not apply to legal liability:

- (a) arising out of the ownership or occupation of land or buildings;
- (b) in respect of which indemnity is afforded by any other insurance.

# Complaints Procedure

## Complaints Procedure

(a) about the insurance Intermediary

If the **Insured** is not satisfied with the service provided by their insurance intermediary, and the insurance intermediary has been unable to resolve the complaint, the **Insured** should write to the **Company** at the following address

The Managing Director  
Suite 3A Centre Plaza  
2 Horse Barrack Lane  
Main Street  
Gibraltar

(b) about the **Company**

If the **Insured** is not satisfied with the service provided by the **Company**, they should write to the **Company** at the address shown above.

If the **Insured** is still not satisfied that the **Company** has dealt with the complaint to the satisfaction of the **Insured**, the **Insured** can write to the Financial Ombudsman Service at the following address

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

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WITNESS WHEREOF this policy has been signed for and on behalf of the **Company**.



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