



**corin**

General Liability Wording

This is to certify that in accordance with the authorisation granted under Contract Number BMGAM000010C2017 to Corin Underwriting Limited by the **Insurer(s)** listed herein, hereafter referred to as the **Insurer**, and in consideration of the premium specified having been paid, the **Insurer** agrees to provide insurance to the extent and in the manner specified herein or endorsed hereon.

Provided always that:

- (1) the liability of the **Insurer** shall not exceed the Limits of Liability expressed in the Policy **Schedule** or contained herein or such other Limits of Liability as may be substituted by **Endorsement** and agreed by or on their behalf.
- (2) this Policy provides cover only in respect such **Sections** of the Policy **Schedule** as are specified as being covered or have a Limit of Liability shown against them.
- (3) this Policy is subject to all the provisions, conditions, warranties and exclusions contained within the body of the wording or endorsed or added thereto, all of which are to be considered as incorporated and shall be read together as one document.

This Policy has been issued and signed for and on behalf of the **Insurer** by



Andy-Jon Hurrell  
Authorised signatory

Underwritten on behalf of:



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# POLICYHOLDER INFORMATION STATEMENTS

This is an important document that the **Insured** should read and store carefully. It sets out and explains key contractual obligations that apply to the **Insured** and to the **Insurer** under the Policy.

This Policy has been underwritten and issued by Corin Underwriting Limited as an agent of the **Insurer** upon the instructions received from the **Insured's** appointed insurance intermediary.

The whole document should be read carefully and if it is incorrect it should be returned immediately to the insurance intermediary for alteration.

It is essential that:

- the **Insured** checks that each of the Insured **Sections** and the **Schedule** are correct.
- the **Insured** complies with its duties under each **Section** and under the insurance as a whole.
- This Policy should be kept in a safe place as the **Insured** may need to refer to it if the **Insured** has to make a claim. It is recommended that the **Insured** retains details of its Employers' Liability policy/certificates for at least 40 years.

The **Insured** has a duty at inception and renewal of this Policy to make a fair presentation of and a continuing duty throughout the **Period of Insurance** to disclose all facts that are material to the underwriters including those relating to any claim. If the **Insured** has any doubt as to whether or not a fact is material the **Insured** should immediately disclose it to its insurance intermediary.

The **Insured** must pay all premiums due together with all taxes due on the premiums

In all communications the Policy number specified in the **Schedule** should be quoted and be made in the first instance via the **Insured's** insurance intermediary.

## Identity of Insurer(s)

Aspen Insurance UK Limited, Plantation House, 30 Fenchurch Street, London, EC3M 3BD.

Aspen Insurance UK Limited is a company registered in England and Wales. They are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and are regulated by the Central Bank of Ireland for conduct of business rules.

## Complaints

### *How to Complain*

If the **Insured** is dissatisfied with any aspect of the handling of their insurance, the **Insurer** would ask the **Insured** in the first instance to contact the insurance agent or intermediary from whom they purchased their Policy. If the **Insured** remains unhappy and feels the matter has not been resolved to their satisfaction, they may refer a complaint to the **Insurer** at any time in one of the following formats:

- By telephone: 01245 392135
- By email: [complaints@aspen-insurance.com](mailto:complaints@aspen-insurance.com)
- In writing at: Managing Director, Aspen Risk Management Limited, Waterhouse Business Centre, Cromar Way, Chelmsford, Essex, CM1 2QE

### *How the Insurer will Handle the Insured's Complaint*

- Step 1: The **Insurer** will try to resolve the **Insured's** complaint immediately:  
The **Insurer** will look into the **Insured's** complaint and will aim to resolve their concern immediately.
- Step 2: Within 5 working days of receiving the **Insured's** complaint:  
If the **Insurer** is unable to resolve the matter immediately, the **Insurer** will send the **Insured** an acknowledgement letter within 5 working days. The letter will provide the contact details of the person who will be supporting the **Insured** throughout their complaint.
- Step 3: Within 8 weeks of receiving the **Insured's** complaint:

The **Insurer** will endeavour to provide the **Insured** with a final response explaining the outcome of the **Insurer's** investigation and the next steps, or a letter confirming when **the Insurer** anticipates **they** will have concluded **their** investigation.

Step 4: Refer the **Insured's** complaint to the Financial Services Ombudsman Service (FSO):

If after making a complaint the **Insured** remains unhappy and feels the matter has not been resolved to their satisfaction, they may be able to refer their complaint to the FSO Service. The **Insured** can contact them in one of the following ways:

- By telephone: +353 1 6620899
- By email at: enquiries@financialombudsman.ie
- In writing at: Financial Services Ombudsmen  
3rd Floor, Lincoln House  
Lincoln Place  
Dublin 2

Not all complainants may refer complaints to the FSO, but the **Insurer** will treat all complainants equally and fairly.

The FSO may not be able to consider a complaint if the **Insured**;

- has not provided the **Insurer** with an opportunity to resolve it.
- are a limited company with an annual turnover of more than €3 million

Following this complaint procedure does not affect the **Insured's** right to take legal action

### Compensation

The **Insurer** contributes to the Financial Services Compensation Scheme (FSCS).

The **Insured** may be entitled to compensation from the FSCS if the **Insurer** is unable to meet its liabilities. For compulsory insurance the **Insured** may be entitled to compensation up to 100% of the claim.

For all other types of insurance the **Insured** may be entitled to compensation of up to £2,000 for the first part of the claim and 90% of the remainder of the claim.

Further information about compensation scheme arrangements is available from the FSCS and their website at [www.fscs.org.uk](http://www.fscs.org.uk)

### The Policy and the information disclosed by the Insured

In deciding to accept this Policy and in setting the terms and premium, the **Insurer** has relied on the information provided by the **Insured's** insurance intermediary on the **Insured's** behalf. The **Insured** must take care when answering any questions being asked ensuring that all information provided is accurate and complete.

If the **Insurer** establishes that the **Insured** deliberately or recklessly provided the **Insured** with false or misleading information the **Insurer** will treat the Policy as if it never existed and decline all claims. The **Insurer** may not return premium already paid by the **Insured** in this situation.

If the **Insurer** establishes that the **Insured** provided the **Insurer** with false, incomplete or misleading information, it can adversely affect the Policy and any claim.

For example:

- (a) where the **Insurer** could have accepted the risk and offered the **Insured** a Policy but the **Insurer** would have charged a higher premium, the **Insurer** may only pay a percentage of any claim that the **Insured** makes under the Policy. The **Insurer** would do this by considering the premium the **Insurer** actually charges as a percentage of the higher premium the **Insurer** would have charged and then paying the **Insured** the same percentage of any claim.

So, as an example: if the premium the **Insurer** actually charged was €250 and the higher premium the **Insurer** would have charged was €1,000, then the premium the **Insurer** actually charged represents 25% of the higher premium the **Insurer** would have charged and the **Insurer** shall only pay 25% of any claim.

- (b) the **Insurer** may treat this Policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to the **Insured's** insurance intermediary. The **Insurer** will only do this if the false, incomplete or misleading information means that the **Insurer** provided the **Insured** with insurance cover when the **Insurer** would not otherwise have offered it at all had the risk been fairly presented.

- (c) if the **Insurer** would have written the risk on different terms had it been fairly presented, the **Insurer** may amend the Policy to include these terms. The **Insurer** may apply these amended terms as if they were already in place before a claim is made.
- (d) The **Insurer** may cancel the Policy in accordance with its cancellation provisions.

The **Insurer** will write to the **Insured** if the **Insurer**:

- (i) intends to treat the Policy as if it never existed; or
- (ii) amend the terms of the Policy; or
- (iii) reduce the **Insured's** claim in accordance with the above.

If the **Insured** becomes aware that information it has given the **Insurer** is inaccurate or incomplete or if the information changes, the **Insured** must immediately disclose it to its insurance intermediary.

### **Observance of Policy Terms and Suspension of Cover**

Every condition stated as a condition that applies to this Policy (whether to one or more Sections or the Policy as a whole) shall apply and continue to be in force during the whole currency of this Policy.

The Insurer will have no liability under this Policy in respect of any loss occurring or attributable to something happening during a period of non-compliance with a condition and cover will be suspended for the period from the date of the breach until the breach has been remedied unless the Insured can prove that the breach of the condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **The Insured's right to cancel**

In the first year of this insurance the **Insured** has the right to cancel the insurance Policy within 14 days of receiving the Policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that **You** will have received the Policy document upon the day following the date it was posted to **You** by first class post or was supplied to **You** electronically or **You** were supplied with the means by which **You** could access the Policy electronically.

If the **Insured** does cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the **Schedule**, and no liability whatsoever shall attach to the **Insurer** in respect of the Policy.

If the **Insured** does not exercise its right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the **Schedule**. The **Insured** will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at the **Insured's** written request. The **Insurer** reserves the right not to allow a return of premium.

To exercise its right to cancel, the **Insured** should contact its insurance intermediary.

### **The law that governs the interpretation of this Policy**

All disputes concerning the interpretation of this Policy are understood and agreed by both the **Insured** and the **Insurer** to be subject to Irish Law. Each party agrees 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.

### **Data protection**

Corin and the **Insurer** will hold all personal data relating to the **Insured** in accordance with the Data Protection Acts 1998 and 2003. The **Insured's** personal data will not be passed to third parties except where it has given its consent or where permitted by law. The **Insured's** personal data may be used by Corin, the **Insurer** or third parties for underwriting and claims purposes and in order to administer the Policy. Corin and the **Insurer** will ensure that personal data is kept secure and used only for the purpose for which it was supplied.

**Claims notification**

All claims under this insurance are to be notified to Corin using one of the following methods and quoting the policy number:

Write to: Corin Underwriting Limited, 148 Leadenhall Street, London, EC3V 4QT.  
Telephone: +44 845 288 0002  
E-mail: [claims@corin.com](mailto:claims@corin.com)

## POLICY DEFINITIONS

These Definitions apply to the entire Policy (including the **Schedule**) wherever these words or phrases appear starting with an upper case letter and printed in bold except where otherwise stated. Words in the masculine gender shall include the feminine.

Each **Section** or Extension may include Definitions unique to that **Section** or Extension.

- 1) **Asbestos** means:  
asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos, asbestos fibres or particles or any derivatives of asbestos.
- 2) **Bodily Injury** means:  
physical or mental injury including death, illness, disease, mental anguish or shock but not defamation.
- 3) **Business** means:  
The **Insured's** business as stated in the **Schedule**.
- 4) **Contractual Liability** means:  
liability attaching to the **Insured** by virtue of a contract but which would not have attached in the absence of such contract.
- 5) **Contract Works** means:  
all works executed or in the course of execution by the **Insured** or on the **Insured's** behalf in the performance of any contract entered in to by the **Insured** and materials for incorporation therein and all plant, tools, equipment, temporary works or temporary buildings for use in connection therewith.
- 6) **Conveyance** means:  
any water and/or air and/or road and/or rail conveyances of every description.
- 7) **Damage** means:  
physical loss or destruction or damage.
- 8) **Employee(s)** means:
  - (a) any person under a contract of service or apprenticeship with the **Insured**
  - (b) any labour master or labour only subcontractor or person supplied or employed by them
  - (c) any self-employed person
  - (d) any person hired to or borrowed by the **Insured**
  - (e) any person engaged under a work experience, youth training or similar scheme
  - (f) any voluntary helper
  - (g) any outworker or homeworkerunder the **Insured's** control and supervision while working for the **Insured** in connection with the **Business**.  
This definition shall not include any bona fide sub-contractor.
- 9) **Endorsement(s)** means:  
the document(s) detailing modifications made to the cover provided under this Policy and/or the **Section(s)** thereof.
- 10) **Event** means:  
any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.
- 11) **Insured** means:  
the person or corporate body or organisation detailed in the **Schedule**.

- 12) **Insurer** means:  
insurers whose identity is stated in the Customer Information Statements contained herein.
- 13) **Offshore Activity** means:  
any work on or visit to an **Offshore Installation** from the time of embarkation onto a **Conveyance** at the point of final departure to such **Offshore Installation** until the time of disembarkation from a **Conveyance** onto land on return from such **Offshore Installation**
- 14) **Offshore Installation** means:  
any offshore installation rig or platform whether fixed or mobile or any vessel or semi-submersible including any catwalk, landing ramp, bridge, walkway, accommodation or other connected structure which has been is or will be engaged in the processes of prospecting for or extraction, separation, storage, treatment or distribution of oil or gas.
- 15) **Period of Insurance** means:  
the period stated in the **Schedule** or any subsequent period for which the **Insurer** agrees to accept payment of premium.
- 16) **Pollution or Contamination** means:  
pollution or contamination of Buildings or structures or of water or land or the atmosphere  
and  
all loss, **Damage to Property** or **Bodily Injury** directly or indirectly caused by or arising from such pollution or contamination.
- 17) **Principal** means:  
any person, employer, firm, company, ministry or authority for whom the **Insured** carries out a contract for the performance of work.
- 18) **Product Supplied** means:  
any product or thing (including containers, packaging or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported or delivered by the **Insured** in the course of the **Insured's Business** from premises within the **Territorial Limits**.
- 19) **Property** means:  
material property.
- 20) **Proposal** means:  
any information provided by the Insured in connection with this insurance and any declaration made in connection therewith.
- 21) **Schedule** means:  
the document stating the operative **Section(s)** the **Insured** has chosen, the **Period of Insurance**, details of the **Insured's Business** and the Limit(s) of Liability.
- 22) **Section(s)** means:  
the parts of this Policy that detail the cover provided by each individual **Section** of this Policy.
- 23) **Territorial Limits** means:  
Republic of Ireland.
- 24) **Terrorism** means:  
an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## SECTION A - EMPLOYERS' LIABILITY

### Insuring Clause

The **Insurer** will cover the **Insured** for its legal liability for **Bodily Injury** sustained by an **Employee** occurring during the **Period of Insurance** within the **Territorial Limits** and arising out of and in the course of employment by the **Insured** in connection with the **Insured's Business**.

### Limit of Liability

The **Insurer's** limit of liability for damages and claimant's costs, fees and expenses payable in respect of any **Event** shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section** but, if the **Bodily Injury** arises from **Asbestos** or **Terrorism**, then the **Insurer's** limit of liability shall not exceed €5,000,000.

The **Insurer's** Limit of Liability applies irrespective of:

- 1) the number of parties or entities entitled to indemnity.
- 2) the number of claimants.

### Exclusions

The **Insurer** shall not provide cover for liability:

- 1) in respect of which compulsory insurance or security is required to be arranged by the **Insured** under road traffic legislation.

### Conditions

- 1) Rights of Recovery

The cover provided under this **Section** is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to **Employees** within the **Territorial Limits** or **Offshore Installations** within the continental shelf around those countries may require but the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law.

### Extensions

The terms, General Conditions and General Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies.

- 1) Unsatisfied Court Judgments.

Where a judgment for damages has been obtained by any **Employee** or the legal personal representatives of any **Employee** in respect of **Bodily Injury** sustained by the **Employee** arising out of and in the course of employment with the **Insured** in connection with the **Insured's Business** and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment then, at the **Insured's** request, the **Insurer** will pay to the **Employee** or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- (a) the judgment for damages has been obtained against a company, partnership or individual (but not against the **Insured**) operating from or resident in premises within the **Territorial Limits** in any court situated in the **Territorial Limits**.
- (b) there is no appeal outstanding.
- (c) if any such payment is made by the **Insurer**, the **Employee** or their legal personal representatives shall assign the judgment to the **Insurer**.
- (d) this **Section** of the Policy is operative at the time that such **Bodily Injury** is sustained and cover will only apply in respect of those damages that relate to **Bodily Injury** sustained during the **Period of Insurance**.
- (e) The **Insurer's** liability for damages, costs and expenses shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

2) Work Overseas.

The cover provided under this **Section** shall extend to cover the **Insured** for its legal liability for **Bodily Injury** sustained by any **Employee** whilst undertaking work on a temporary basis within any country outside of the **Territorial Limits** provided that:

- (a) any such **Employee** is ordinarily resident within the **Territorial Limits**.
- (b) the **Insurer** shall not provide cover in respect of any amount payable under Workers' Compensation, Social Security or Health Insurance legislation.

## SECTION B - PUBLIC AND PRODUCTS LIABILITY

### Insuring Clause

The **Insurer** will cover the **Insured** for its legal liability for accidental:

- 1) **Bodily Injury** to any person
- 2) **Damage to Property**
- 3) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement
- 4) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution

occurring during the **Period of Insurance** within the **Territorial Limits** and in connection with the **Insured's Business** or arising from any **Product Supplied**.

### Limit of Liability

In respect of Public Liability the **Insurer's** limit of liability for damages and claimant's costs, fees and expenses payable in respect of any **Event** shall not exceed the amount stated in the **Schedule** as the Limit of Liability for Public Liability.

In respect of Products Liability the **Insurer's** limit of liability for damages and claimant's costs, fees and expenses payable in respect of any **Event** and in the aggregate in respect of all **Events** during any one **Period of Insurance** shall not exceed the amount stated in the **Schedule** as the Limit of Liability for Products Liability.

The **Insurer's** Limit of Liability applies irrespective of:

- 1) the number of parties or entities entitled to indemnity.
- 2) the number of claimants.

### Exclusions

The **Insurer** shall not provide cover for liability:

- 1) in respect of **Bodily Injury** to any **Employee** arising out of and in the course of employment by the **Insured** in connection with the **Insured's Business**.
- 2) caused by or arising from the ownership or possession or use by the **Insured** or on the **Insured's** behalf of any:
  - (a) aircraft or aerospace device or hovercraft.
  - (b) watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length.
  - (c) mechanically propelled vehicle:
    - (i) for which compulsory insurance or security is required under any legislation governing the use of the vehicle.
    - (ii) where cover is provided by any other insurance.
- 3) caused by or arising from any **Product Supplied** which to the **Insured's** knowledge is for:
  - (a) use in or on any aircraft or aerospace device.
  - (b) aviation or aerospace purposes.
  - (c) use in the safety or navigation of marine craft of any sort.
- 4) in respect of **Damage** to or the costs or expenses of recalling, repairing, replacing, altering, removing or making any refund in respect of any **Product Supplied** caused by or arising from:
  - (a) any defect in or the harmful nature of or the unsuitability for its intended purpose of such **Product Supplied**.
  - (b) an error or fault in connection with the sale supply or presentation of such **Product Supplied**.
- 5) for **Contractual Liability** unless the sole conduct and control of claims is vested in the **Insurer** but the **Insurer** shall not in any event provide cover in respect of:
  - (a) liquidated damages or liability under any penalty clause.

- (b) **Damage to Property** against which the **Insured** is required to effect insurance under the terms of Clause 21.2.1 of the Joint Contracts Tribunal Standard Form of Building Contract 1980 Edition or any revision or substitution thereof or any clause of similar intent under any other contract conditions.
  - (c) **Damage to Property** which comprises the **Contract Works** executed or in the course of execution by the **Insured** or on the **Insured's** behalf and occurs after the date of issue of a certificate of completion of such works or, where the contract has no provision for such a certificate, the date on which such works are completed and handed over to the **Principal** if the **Insured** is expressly responsible for such **Damage** under the terms of the contract.
- 6) in respect of **Damage to Property**:
- (a) belonging to the **Insured**.
  - (b) in the **Insured's** or any **Employee's** custody or control other than personal effects including vehicles and their contents of any visitor, director, partner and/or **Employee** of the **Insured**.
  - (c) being that part of any **Property** on which the **Insured** or any **Employee** or agent of the **Insured** is or has been working where **Damage** arises out of such work.
- 7) in respect of **Pollution or Contamination** occurring:
- (a) within the United States of America or Canada.
  - (b) elsewhere than within the United States of America or Canada unless caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **Period of Insurance**.
- Provided that in respect of any liability for which cover is not excluded under exclusion (b) above:
- (i) all **Pollution or Contamination** which arises out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.
  - (ii) the **Insurer's** liability for all damages, costs fees and expenses under this **Section** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the amount stated in the **Schedule** as the Limit of Liability for this **Section**
- 8) 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.
  - (b) retained a written record of the steps taken to locate such services.
- 9) caused by or arising from advice, design or specification the **Insured** provided for a fee.
- 10) (a) in respect of mental injury, mental anguish or shock or fear of suffering death, **Bodily Injury**, illness or disease arising out of the actual, alleged or suspected presence or release of **Asbestos** or exposure to or inhalation of **Asbestos**.
- (b) for the costs of management (including those of any persons under any statutory duty to manage), removal, mitigation, remediation, repair, alteration, recall, rectification, replacement or reinstatement of any **Property** or part thereof arising out of the presence of **Asbestos**.
- 11) arising from any deliberate act or omission of by the **Insured** 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.
- 12) caused by or arising from any **Product Supplied** which to the **Insured's** knowledge is for use in or supply to the United States of America or Canada.
- 13) for the amount stated in the **Schedule** as being the Excess for this **Section** which shall apply in respect of each and every claim. Such amount shall be contributed by the **Insured** or any party entitled to cover under this Policy before the **Insurer** assumes any responsibility to make a payment for any claim hereunder. This exclusion will not apply to claims in respect of **Damage** to premises including their fixtures and fittings leased, rented or hired to the **Insured**.

## Extensions

The terms, General Conditions and General Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies.

### 1) Buildings Temporarily Occupied

Exclusion (6) (b) to this **Section** shall not apply to liability for **Damage** to Buildings including contents therein which are not owned leased or rented by the **Insured** but are temporarily occupied by the **Insured** for the purpose of maintenance, alteration, extension, installation or repair.

### 2) Cross Liabilities

If the **Insured** comprises more than one party the **Insurer** will provide cover to each such **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this extension shall increase the **Insurer's** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be indemnified.

### 3) Data Protection Acts

The **Insurer** will within the terms of this **Section** cover the **Insured** for liability for damages in respect of damage arising out of any claim under Data Protection Acts 1998 and 2003 not otherwise covered hereunder and first made against the **Insured** during the **Period of Insurance** provided that:

- (a) The **Insurer's** liability under this extension for damages, costs and expenses arising out of all claims made during any one **Period of Insurance** shall not exceed the amount stated in the **Schedule** as Limit of Liability for this **Section**.
- (b) The **Insured** has registered in accordance with the terms of the said Act or have applied for such registration which has not been refused or withdrawn.
- (c) The **Insurer** shall not provide cover:
  - (i) for 10 per cent of each claim subject to a minimum of €500 and a maximum of €5,000.
  - (ii) for liability caused by or arising from a deliberate act by or omission of any person entitled to cover under this extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission.
  - (iii) for the costs of replacing, reinstating, rectifying or erasing any personal data.
  - (iv) for liability caused by or arising from any occurrence or circumstances known to the **Insured** at inception of this extension which may give rise to a claim hereunder.
  - (v) for liability caused by or arising from the recording, processing or provision of data for reward or the determining of the financial status of a person.
  - (vi) for **Contractual Liability**.
  - (vii) for liability in respect of **Bodily Injury** to any person or **Damage to Property**.

### 4) Defective Premises

The cover provided by this **Section** shall extend to apply in respect of liability arising in connection with any premises previously owned or occupied by the **Insured** for purposes pertaining to its **Business** and which have since been disposed of by the **Insured** provided that the **Insurer** shall not provide cover for liability:

- (a) for which cover is provided by any other insurance.
- (b) for the costs of remedying any defect or alleged defect in such Premises.

### 5) Leased or Rented Premises

Exclusion (6) (b) to this **Section** shall not apply to liability for **Damage** to premises including their fixtures and fittings leased or rented to the **Insured** provided that the **Insurer** shall not provide cover for:

- (a) **Contractual Liability**.
- (b) the first €500 of each and every occurrence of **Damage** to premises caused other than by fire or explosion.

6) Motor Contingent Liability

Notwithstanding Exclusion (2) (c) to this **Section** the **Insurer** will cover the **Insured** (and no other person for the purpose of this extension) for its legal liability for **Bodily Injury** or **Damage to Property** caused by or arising from any motor vehicle or trailer attached thereto which do not belong to or are provided by the **Insured** being used in the course of the **Insured's Business** provided that the **Insurer** shall not provide cover for liability:

- (a) in respect of **Damage** to any such vehicle or trailer or **Property** conveyed therein or thereon.
- (b) for which cover is provided by any other insurance.
- (c) caused or arising whilst such vehicle or trailer is:
  - (i) engaged in racing, pace-making, reliability trials or speed testing.
  - (ii) being driven by the **Insured**.
  - (iii) being driven with the **Insured's** general consent or the consent of the **Insured's** representative by any person who to the **Insured's** knowledge or the knowledge of such other representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
  - (iv) used elsewhere other than within the **Territorial Limits**.

7) Motor Vehicles

Exclusion (2) (c) to this **Section** shall not apply to liability caused by or arising from:

- (a) the use of plant as a tool of trade at the **Insured's** premises or on any site at which the **Insured** is working.
- (b) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle.
- (c) **Damage** to any building, bridge, weighbridge, road or to anything beneath caused by vibration or by the weight of any vehicle or its load provided that the **Insurer** shall not provide cover for liability:
  - (i) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.
  - (ii) for which cover is provided by any other insurance.

8) Overseas Personal Liability

The **Insurer** will cover the **Insured** or at the **Insured's** request:

- (a) any director, partner or **Employee** of the **Insured's Business**
- (b) any spouse or child of the **Insured** or of any of the persons stated in (a) above who are accompanying the **Insured** or such persons

for legal liability incurred by the **Insured** or such persons in a personal capacity in a country outside of the **Territorial Limits** whilst on a temporary visit to such country in connection with the **Insured's Business** provided that:

- (i) any person entitled to cover under this extension shall as though they were the **Insured** be subject to the terms, Conditions and Exclusions of this Policy insofar as they can apply.
- (ii) nothing in this extension shall increase the **Insurer's** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be indemnified.
- (iii) The **Insurer** shall not provide cover for:
  - (A) **Contractual Liability**.
  - (B) liability for which cover is provided by any other insurance.
  - (C) liability in respect of **Damage to Property** belonging to or in the custody of or under the control of any person entitled to cover under this extension.
  - (D) liability in respect of **Bodily Injury** to any person entitled to cover under this extension.
  - (E) liability caused by or arising from:
    - (I) the ownership or occupation of land or buildings.

(II) the carrying on of any business, profession trade or employment.

(III) the ownership, possession or use of animals other than horses or domestic dogs or cats.

9) Work Overseas

The cover provided under this **Section** shall extend to apply in respect of the **Insured's** legal liability caused by or arising from:

(a) work being undertaken on a temporary basis by the **Insured** or the **Insured's Employee(s)** within any country outside of the **Territorial Limits** which is a member of the European Union

(b) non-manual work being undertaken on a temporary basis by the **Insured** or the **Insured's Employee(s)** within any country outside of the **Territorial Limits** and not a member of the European Union

provided the **Insured** or the **Insured's Employee(s)** are ordinarily resident within the Territorial Limits.

## EXTENSIONS TO SECTIONS A and B

The terms, Conditions and Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extensions the **Section** Limit of Liability applies.

### 1) Additional Activities

The **Insurer** will provide cover in respect of the **Insured's** legal liability caused by or arising from any of the activities stated below where these are undertaken as part of and are ancillary to the **Insured's Business**:

- (a) the provision and management of catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of the **Insured's Employees** and fire or security or first aid and ambulance services.
- (b) the ownership, repair, maintenance and decoration of the **Insured's** premises.
- (c) private work carried out by any **Employee** with the **Insured's** consent for any of the **Insured's** directors or partners.
- (d) participation in exhibitions, trade fairs, conferences and the like.
- (e) sponsorship of events or organisations or entities or individuals.
- (f) repair, maintenance or servicing of the **Insured's** own mechanically propelled vehicles.
- (g) provision of gifts and promotional material.

### 2) Costs of Court Attendance

If any of the under mentioned persons attend court as a witness at the **Insurer's** request in connection with a claim in respect of which the **Insured** is entitled to cover under **Sections** A or B the **Insurer** will reimburse the **Insured** at the following rates per day for each day on which attendance is required:

- (a) any of the **Insured's** directors or partners €500.
- (b) any **Employee** €250.

### 3) Defence Costs and Expenses

The **Insurer** shall provide cover in respect of all costs and fees and expenses incurred with the **Insurer's** written consent in the defence or settlement of any claim for which an indemnity is provided by this insurance including legal expenses:

- (a) the **Insured** has incurred arising out of its prosecution for breach or alleged breach of the Republic of Ireland Safety, Health and Welfare Act 2005 (or similar European safety legislation):
  - (i) matters affecting the safety, health and welfare of any of the **Insured's Employee(s)**
  - (ii) matters affecting the safety, health and welfare of any person other than any of the **Insured's Employee(s)** (but excluding legal fees and expenses arising from a breach of the Republic of Ireland Safety, Health and Welfare Act 2005)
- (b) arising out of representation at any coroner's inquest or fatal accident enquiry
- (c) arising out of the defence of any proceedings in any court in respect of matters which may form the subject of indemnity under this insurance including the defence of any charge of manslaughter

provided that:

- (i) the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**, and where there is also a claim or potential claim for damages against the **Insured** or any of the additional persons indemnified, the **Insured** is entitled to cover under this Policy.
- (ii) the **Insurer** shall not be liable for any fines or penalties imposed as a consequence of any such prosecution.

Any consent given by the **Insurer** in relation to incurring defence costs shall cease if opinion is obtained from instructed solicitors or counsel stating that any of the following apply:

- (I) there is no reasonable prospect of a defence to a prosecution relating to (a), (b) or (c) above.

(II) the defence of any such prosecution ceases to be relevant to the defence of any claim for damages for which an indemnity is provided by this insurance.

(III) the prosecution relates to a deliberate act or omission that is intended to cause **Bodily Injury**.

Depending upon which Section the claim for damages is being made, defence costs as provided for above:

(A) are included within the amount stated in the **Schedule** as the Limit of Liability for the Employers' Liability **Section**.

(B) will be payable in addition to the amounts stated in the **Schedule** as the Limit(s) of Liability for the Public Liability and Products Liability **Section**.

#### 4) Indemnity to Principal

The **Insurer** will also provide cover as if a separate Policy had been issued:

(a) to the **Insured's** legal personal representatives or the legal personal representatives of any other person entitled to cover under this Policy but only in respect of liability incurred by the **Insured** or such other person

(b) to any **Principal** but only to the extent required by the contract for work and which arises solely out of the work performed for the **Principal** by the **Insured** or on the **Insured's** behalf but not any **Principal** who is located within the United States of America or Canada.

(c) to any owner of plant hired to the **Insured** but only to the extent required by the conditions of the contract of hire and not to any such owner who is located within the United States of America or Canada

(d) at the **Insured's** request to:

(i) any officer or member of the **Insured's** catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of the **Insured's Employees** and fire or security or first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided

(ii) any director or partner or **Employee** of the **Insured** while acting in connection with the **Insured's Business** in respect of liability for which the **Insured** would be entitled to cover under this Policy if the claim for which cover is being sought had been made against the **Insured**

provided that:

(i) any persons specified above shall as though they were the **Insured** be subject to the terms Conditions and Exclusions of this Policy in so far as they can apply.

(ii) nothing in this extension shall increase the **Insurer's** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made regardless of the number of persons claiming to be indemnified.

# GENERAL EXCLUSIONS

The following Exclusions apply to all **Sections** of this Policy unless stated otherwise.

The **Insurer** shall not provide cover:

## 1) Hazardous Works

in respect of:

- (a) any work of demolition except demolition solely undertaken with hand held tools and of structures not exceeding 15 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, seawalls, viaducts, towers, steeples, chimney shafts or blast furnaces.
- (c) underpinning, pile driving, quarrying, tunnelling, mines or subaqueous.
- (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:

- (i) the accidental discovery of materials known or suspected to be asbestos or to contain asbestos fibre
- (ii) the investigation of any such suspect materials

provided always that:

- (A) immediately upon discovery as defined in (i) above all work ceases until the composition of all such materials is established.
  - (B) 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, railways, railway rolling stock, watercraft or trackside.
  - (g) **Offshore Activity.**
  - (h) the sale, supply, hire or erection of spectator stands.
  - (i) the use of cradles, slings and the like.
  - (j) any work carried out at a depth greater than 3 metres below ground level.
  - (k) any work carried out at a height in excess of 15 metres above ground level.
  - (l) the external cleaning of windows above ground level.
  - (m) any work of tree felling, lopping or tree surgery.
  - (n) any work on or in connection with petrol stations or forecourts, refineries or nuclear installations.

## 2) War and similar risks

in respect of any:

- (a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- (b) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or

arising from any of the following regardless of any other cause or event contributing concurrently or in any sequence to the **Damage**, cost expense or liability:

- (i) war, invasion, act(s) of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public

or local authority.

(ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above.

This exclusion does not apply to the Employers' Liability **Section**.

### 3) **Radioactive and Other Contamination**

in respect of any **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

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

### 4) **Date Recognition**

in respect of any:

- (a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss or
- (b) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any:
  - (i) computer data processing equipment or media microchip integrated circuit or similar device or
  - (ii) other equipment or system for processing, storing or retrieving data or
  - (iii) computer software

whether **the Insured's Property** or not to:

- (A) recognise correctly any date as its true calendar date
- (B) capture, save, retain or correctly manipulate, interpret or process any data, information, 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 programmed command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date

This exclusion does not apply to the Employers' Liability **Section**.

### 5) **Loss of Electronic Data**

under this Policy in respect of any:

- (a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- (b) legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or consisting of or arising from any damage, destruction, distortion, erasure, corruption or alteration of electronic data arising from any cause whatsoever (including but not limited to **Virus**) or any loss of use, reduction in functionality, cost or expense of whatsoever nature relating thereto or resulting therefrom regardless of any other cause or event contributing concurrently or in any sequence to the damage, destruction, distortion, erasure, corruption, alteration, reduction, cost or expense.

Provided that this Policy Exclusion shall not apply to the cover provided under the Public Liability and Products Liability **Section** for the **Insured's** legal liability in respect of accidental:

- (i) **Bodily Injury** to any person.
- (ii) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution.

This exclusion does not apply to the Employers' Liability **Section**.

**6) North America**

for liability arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).

**7) Punitive, Exemplary and Aggravated Damages**

for punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

**8) Terrorism**

in respect of any:

- (a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- (b) legal liability of whatsoever nature

caused by resulting from or in connection with:

any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to this loss

- (i) any action taken in controlling preventing suppressing or in any way relating to the act of **Terrorism**
- (ii) if the **Insurer** alleges that by reason of this exclusion any **Damage** cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon the **Insured**.

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

This exclusion does not apply to the Employers' Liability **Section**.

**9) Sanction Limitation and Exclusion**

and shall not 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 the **Insurer** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America.

# GENERAL CONDITIONS

The following Conditions apply to all **Sections** of this Policy unless stated otherwise.

## 1) Claims Notification

In the event of an occurrence which may give rise to a claim under this Policy:

The **Insured** will:

- (a) give written notice to the **Insurer** as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such circumstance. All claims should be notified to the **Insurer** using one of the methods described in the Customer Information Statements section near the beginning of this Policy.
- (b) provide all additional information the **Insurer** may require within the time stipulated by the **Insurer**.
- (c) forward unanswered to the **Insurer** immediately they are received every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- (d) give immediate notice in writing to the **Insurer** of any impending prosecution, inquest or fatal accident inquiry.
- (e) at all times and in addition to the obligations set out above forward such information to and cooperate with the **Insurer** or its appointed agents to allow the **Insurer** to be able to comply with such relevant practice directions and pre-action protocols as may be in force.
- (f) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury**.

## 2) Claims (Contribution)

If at the time of any occurrence there is or but for the existence of this insurance there would be any other insurance covering the same liability the **Insurer** shall not be liable under this insurance except in respect of any excess beyond the amount which would be payable under such other insurance had this Insurance not been effected.

## 3) Conduct and Control

It is a condition of this Policy that no admission, offer, promise or payment shall be made or given by the **Insured** or on the **Insured's** behalf without the **Insurer's** written consent.

The **Insurer** shall be entitled if the **Insurer** so desires to take over and conduct in the **Insured's** name the defence or settlement of any claim or to prosecute in the **Insured's** name for the **Insurer's** benefit any claim for damages or otherwise.

The **Insurer** shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against the **Insured** and the **Insured** shall give all such information and assistance as the **Insurer** may require.

## 4) Discharge of Liability

The **Insurer** may at any time at its sole discretion pay to the **Insured** the Limit of Liability for the **Section** under which a claim is being made (less any sum or sums already paid in respect or in lieu of damages and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim or claims against the **Insured** can be settled and the **Insurer** shall not be under any further liability in respect of such claim or claims.

## 5) Survey

It is understood and agreed that this Policy is subject to a satisfactory survey (within 45 days of inception). The **Insurer** reserves the right, notwithstanding any Policy terms and conditions, as follows:

- (a) in the event that the survey proves unsatisfactory in the **Insurer's** opinion, to cancel cover immediately and with no prior notice.
- (b) to alter or amend the terms and conditions of this Policy.
- (c) to require that the **Insured** complies with the recommendations or requirements of the surveyor at the **Insurer's** discretion and within a time period set by the **Insurer**.
- (d) in the event a survey is cancelled on the day of the agreed visit or the agreed staff member/members of the **Insured** are not on site for said visit, the **Insured** will be liable for the surveyor's cancellation fee.

## 6) Alteration of Risk

The cover under this Policy will cease if after the commencement of this insurance:

- (a) the **Insured's** interest ceases except by death.
- (b) the **Insured's Business** be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued.

## 7) Fraud

If the **Insured** makes a fraudulent claim under this Policy the **Insurer** shall not be liable to pay the **Insured** any sums in respect of the fraudulent claim. The **Insurer** may recover from the **Insured** any sums that the **Insurer** has already paid to the **Insured** in respect of the fraudulent claim. The **Insurer** may by notice to the **Insured** treat this Policy as terminated with effect from the date of the **Insured's** fraudulent act.

## 8) Cancellation

The **Insurer** may cancel this Policy at any time by providing the **Insured** with 14 days notice of cancellation by recorded delivery letter to the **Insured's** last known trading address.

If this Policy is cancelled as provided for above and during the current **Period of Insurance** there have been no:

- (a) claims made under this Policy for which the **Insurer** has made a payment
- (b) claims made under this Policy which are still under consideration
- (c) occurrences likely to give rise to a claim but yet to be reported to the **Insurer**

the **Insured** shall be entitled to the return of a proportionate part of the premium in respect of the unexpired **Period of Insurance** or if the premium has been based wholly or partly upon estimates the premium will be adjusted in accordance with the Premium Adjustment Condition.

If a claim has been submitted or there have been any occurrences likely to give rise to a claim during the current **Period of Insurance** no refund of premium for the unexpired **Period of Insurance** will be given.

If this Policy is cancelled the **Insured** must return to the **Insurer** any current certificate of insurance that has been issued to the **Insured** as a statutory requirement to provide evidence of cover.

## 9) Claims (Subrogation)

The **Insured** and any claimant under this Policy shall at the **Insurer's** request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **Insurer** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the **Insurer** shall be or would become entitled or subrogated upon the **Insurer** paying for or making good any **Damage** under this **Policy** whether such acts and things shall be or become necessary or required before or after the **Insurer** indemnifies the **Insured**.

## 10) Premium Adjustment

If the premium for any **Section** or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by the **Insured**.

At all times the **Insured** will allow the **Insurer** to inspect such record and shall supply such particulars as the **Insurer** may require within one month from the expiry of each **Period of Insurance** and the premium shall thereupon be adjusted by the **Insurer** subject to any Minimum Premium as stated in the **Schedule** being retained by the **Insurer**.

At the **Insurer's** request the **Insured** shall supply an auditors certificate in support of such particulars.

If the **Insured** fails to supply such particulars within the period stated by the **Insurer** the **Insurer** shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly.

## 11) Reasonable Precautions

The **Insured** shall take all reasonable precautions:

- (a) to prevent any occurrence which may give rise to a claim under this Policy.

- (b) to maintain its premises and machinery and everything used in its **Business** in proper repair.
- (c) in the selection and supervision of **Employees**.
- (d) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

## **12) Rights of Third Parties**

A person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **13) Assignment**

The **Insured** shall not assign any of the rights or benefits under this Policy and/or any **Section** of this Policy without the **Insurer's** prior written consent.

The **Insurer** will not be bound to accept or be affected by any notice of trust charge, lien or purported assignment or other dealing with or relating to this Policy and/or any **Section** of this Policy.