



## Optis Combined Liability Schedule

Policy Number : BS0467-ELPL-18542

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### Policy Details

Policy Number : BS0467-ELPL-18542  
Broker : Wexford Insurances Limited  
Insured's Name : Stracomer Hill Developments Ltd  
Address : Stracomer Stables, Bundoran, Co. Donegal  
Period of Insurance : From : 23/10/2014 To : 22/10/2015

Policy Excess (the first amount of any claim which you must pay) :  
a) Employers Liability: Nil  
b) Public/Products Liability: €750

### Statement of fact

You were not asked to complete a written proposal form to arrange your **Policy**. Instead you have confirmed the following **Statements of Fact** which together with the **Details of your Business** included in the Schedule below, form the basis of this contract of insurance, between you and Amlin Insurance Services.

If any of these facts or details are inaccurate, you **must** advise your insurance broker immediately. Failure to do so could invalidate your policy, and seriously expose you in the event of a claim.

You have agreed the following **Statements of Fact**:

That

1. No insurer has ever declined to insure you, or refused to renew or terminate your Employers, Public or Products Liability insurance.
2. You or your directors or partners have never been convicted of or charged with (but not yet tried for) a criminal offence, other than a motoring offence.
3. You or your directors or partners have never been owners, principals or partners of any other firm involved in this or a similar business which has been declared bankrupt wound up or ceased trading.
4. You have not suffered any losses or made any claims in the past three years for any of the perils or contingencies to which this insurance applies.
5. The maximum height at which work is undertaken does not exceed 15 metres above the ground and no excavation will exceed 3 metres in depth.

**Please note that the premium for this policy is a 'minimum and deposit premium' which means it is the minimum retained premium and that in the event of cancellation during the period of the contract of insurance by persons other than the Insurer there would be no return premium allowable.**

### The Details of Your Business

Full Business Description : General Builders - Excluding Standalone Roofing  
Endorsement(s) applicable: A01,A03,A04,A05,A29  
Number of Directors : 2  
Number of Clerical Directors : 0  
Employer liability cover for working directors: No  
Number of Employees : 0  
Number of Clerical Employees : 3  
Projected Annual Turnover not Exceeding : € 750000  
Limits of Indemnity : Employers Liability : €13,000,000 any one claim/unlimited any one period of insurance  
Public Liability : €2.6 million  
Products Liability : €2.6 million  
Total payments to Labour Only Sub Contractors : € 0  
Total payments to Bona Fide Sub Contractors : € 20000



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### Endorsements/Special Terms

This Combined Liability Schedule for Optis Tradesman's Policy attaches to and forms part of the terms and conditions of the **Amlin Insurance Services Combined Liability Insurance Form** ref: ROILAB0804, a copy of which can be downloaded from the Optis Insurance website at [www.optis.ie](http://www.optis.ie), together with the following endorsements as detailed in the policy document:

#### Endorsements :

##### A01 - Hazardous Location Exclusion

We will not be liable in respect of any claim arising out of or in connection with

1. any work on or in
  - a) docks, harbours, railways, piers or wharves.
  - B) watercraft
  - c) chemical or petrochemical works, oil or gas refineries or storage facilities
  - d) aircraft, airports or airfields
  - e) power stations or nuclear power stations
  - f) any installation where nuclear processing is undertaken
  - g) towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, tunnels, flyovers, dams, motorways, quarries, mines or collieries

##### A03 - Bona Fide Sub Contractors Condition

It is a condition precedent to liability that whenever a bona fide sub-contractor is engaged by you to perform work for you or on your behalf

- a) you obtain confirmation that such bona fide subcontractor has in full force and effect policies covering Employers' liability with an indemnity limit of not less than Eur13,000,000 any one occurrence and Public/products liability with an indemnity limit of not less than Eur2,600,000 any one occurrence and you retain details of such insurances; and
- b) you ensure that such policies have been extended to indemnify you in respect of any liability which may attach to you as a result of work performed by the bona fide subcontractor on behalf of you or their principal.

Where we have identified and charged a separate premium for bona fide subcontractors we will indemnify you under this policy for the vicarious liability of any such bona fide subcontractor provided you have complied with Conditions a) and b) above.

For the purpose of this condition 'Bona Fide Sub Contractor' shall mean any company or firm or individual who enters into a contract with you for the provision of services or the supply of goods or materials in conjunction with labour but this shall not include any firm or individual who enters into a contract of service with you for supply of labour only

##### A04 - Burning and Welding Condition

It is a condition precedent to liability that in respect of work away from your own premises involving the use of application of heat including the use of blow torches, blow lamps, flame guns, hot air guns, electric oxy-acetylene or other welding or cutting equipment and angle grinders (in circumstances where sparks are emitted) the following precautions will be complied with on each occasion.

For work involving the use of blow lamps, blow torches, flame guns and hot air guns

- 1) The area in which work is to be carried out to be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible material.
- 2) Suitable fire extinguishing appliances to be kept available for immediate use at the point of work.
- 3) The lighting of all blow lamps, blow torches and flame guns shall be carried out strictly in accordance with manufacturers instructions and extinguished immediately after use.
- 4) Lighted blow lamps, blow torches and flame guns shall not be left unattended.
- 5) Hot air guns to be switched off when unattended.
- 6) Upon completion of each period of work a continuous fire safety check to be made of the vicinity of the work for a period of not less than thirty minutes to ensure there is no risk of fire.

For work involving electric oxy-acetylene or other welding or cutting equipment and angle grinders

- 1) The area in which the work is to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition to be inspected to see whether any combustible property other than the property to be worked upon is in danger of ignition either directly or by conduction of heat
- 2) All combustible property to be removed to a distance of not less than 10 metres from the point of work and property which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection.
- 3) You shall arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a firewatcher and to remain in attendance at all times until lighted flame equipment is extinguished and angle grinders switched off.



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### Endorsements/Special Terms - cont'd

- 4) Suitable fire extinguishing appliances to be made available for immediate use at the point of work.
- 5) The lighting or operation of all angle grinders, electric oxy-acetylene or welding and cutting equipment shall be carried out strictly in accordance with manufacturers' instructions and extinguished or switched off after use.
- 6) Lighted or active angle grinders, electric oxy-acetylene or other welding and cutting equipment shall not be left unattended.
- 7) Gas cylinders not in use to be kept outside the building in which the work is taking place where practicable but in any event at least 15 metres from the point of application of the heat.
- 8) Upon completion of each period of work a thorough fire safety check to be made of all the areas in which the work was carried out including adjoining shafts or openings and the area on the other side of any wall or partition.  
It is further warranted by you that when using bitumen boilers, the boiler will be placed on a non-combustible surface and will not be left unattended whilst lit.

#### A05 - Personal Protective Equipment Condition

It is a condition precedent to liability that you shall ensure that

- i) employees wear appropriate personal protective equipment when engaged in work where the need for such equipment has been identified.
- ii) all personal protective equipment is regularly maintained, kept in good condition and available to employees whenever required.

#### A29 - Hazardous Work Exclusion - General Builders

We will not be liable in respect of any claim arising out of or in connection with

1. any work involving
  - a.) piling, ground stabilisation underpinning or dewatering
  - b.) roofing or scaffolding under separate contract. Where roofing work is undertaken as part of overall contracts it must not account for more than 20% of your annual turnover. Furthermore any roofing work undertaken within these criteria does not include the use of electric oxy-acetylene or other welding or cutting plant. However, subject to the provisions of Endorsement W04 (Burning and Welding Condition) heat work using hand held kerosene or LPG canister type blow lamps, blow torches, flame guns and hot air guns suitable for low temperature applications such as soldering, brazing, or melting roof tar are permitted.
  - c.) water diversions, flood protection or sea defences
  - d.) the use of slings or cradles to move/carry people
  - e.) demolition work undertaken by you or on your behalf other than demolition solely undertaken with hand held tools of any building or part thereof not exceeding 5m in height where such work forms part of an erection, refurbishment or extension contract to be undertaken by you



## Optis Commercial Legal Expenses

Master Policy Number: PRIM // OPTIS / COMM / 03 / 2011

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### Policy Details

Broker : Wexford Insurances Limited  
Insured's Name : Stracomer Hill Developments Ltd  
Trading As: (if applicable) :  
Address : Stracomer Stables, Bundoran, Co. Donegal  
Insurer : UK General Insurance (Ireland) Limited  
Period of Insurance : From : 23/10/2014 To : 22/10/2015

### Summary Of Cover

#### Telephone Advice Helpline

You can obtain advice on Republic of Ireland Law by telephoning the Optis telephone advice helpline on (046) 9481667 you will need to quote your Certificate Number PRIM / OPTIS / COMM / 03 / 2011 and your policy number.

#### Employment disputes

##### *The policy will cover*

Legal costs incurred in legal proceedings for any dispute with an employee or ex-employee or a trade union acting on behalf of an employee, by the insured in defending proceedings brought against them in respect of their contract of employment, including proceedings before a Rights Commissioner, court or tribunal following the dismissal of an employee.

##### *The policy will not cover*

We will not cover any employment dispute if the cause of action arises within the first 90 days of the cover we provide under this cover.

We will not cover any dispute with an employee who you give a written or oral warning (formal or informal) to within 180 days immediately before the start date of the cover provided if the date of the event was within the first 180 days of cover.

We will not cover any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the cover we provide under this policy.

We will not cover any claim arising from or relating to transferring the business which is covered by the European Communities (Safeguarding of Employees' Rights on Transfer of Undertakings) Regulations 1980 and 2000 and any amending legislation.

#### Employment financial compensation awards

##### *The policy will cover*

Any financial compensatory award you would otherwise pay for a claim we have accepted under insured incident 1 provided you have:

1. Followed the disciplinary procedures recommended by the Irish Business and Employers' Confederation; or
2. Asked for and followed advice from the Lexelle Advice Helpline.

We will not pay more than €150,000 in any one period of insurance.

##### *The policy will not cover*

We will not cover any financial compensation relating to:

1. Trade-union activities, trade-union membership or non-members
2. Pregnancy or maternity rights
3. Statutory rights in relation to the trustees of occupational pension schemes, or
4. Statutory rights in relation to shop work on a Sunday and betting work.

#### General Exclusions

- Any dispute arising during the first 90 days of the first period of insurance unless it can be evidenced that the policyholder previously held a comparable policy with another insurer immediately prior to the inception of this policy.
- Any claim, which in the insurers opinion, is believed not to have reasonable prospects of achieving the result for which legal proceedings are contemplated.
- We will only agree to cover your claim if you have sought and followed advice from the Lexelle Advice Helpline and obtained their authorisation.

**This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides. A copy of the full policy wording is available from your broker.**