

## **Combined Liability Insurance Policy**

### **Cumann L úthcleas Gael – Affiliated Units**

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## COMBINED LIABILITY POLICY

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# COMBINED LIABILITY POLICY

## INTRODUCTION

In consideration of the Insured having paid or agreed to pay the Premium

Allianz p.l.c. (hereinafter called the 'Company') will indemnify the Insured in the manner and to the extent described within this Policy on the terms set out and subject to its Definitions Extensions Exclusions Conditions Special Conditions and any Endorsements

The Submission in respect of this insurance made to the Company by or on behalf of the Insured whether in writing or otherwise shall be the basis of this contract

This Policy comprising the Introduction Schedule Definitions Insuring Clause Extensions Exclusions Conditions Special Conditions and any Endorsements shall be read as one contract and any word or expression to which a specific meaning has been attached therein shall bear such specific meaning wherever it may appear

**Signed for and on behalf of the Company**

A handwritten signature in black ink, appearing to read "Hele-Mary". The signature is written in a cursive style with a long, sweeping tail on the final letter.

**Authorised Signatory**

# SCHEDULE

## Cumann Lúthchleas Gael – Affiliated Units

<b>Insurer:</b>	Allianz plc
<b>Policy Number:</b>	CO LIA 7453561 / CO LIN 7470316
<b>Intermediary:</b>	Marsh Ireland
<b>Insured:</b>	Current registered and affiliated units of Cumann Lúthchleas Gael, which consists of a Central Council, Five Provincial Councils, (Connacht, Leinster, Munster, Ulster And UK), thirty-two County Committees, and affiliated units of associated bodies of GAA Handball, The Camogie Association, GAA Rounders, and Ladies Gaelic Football Association
<b>Business / Activities:</b>	Sports and Cultural Organisation whose core objective is advancement of Gaelic Sports responsible for the organisation and promotion of Gaelic games of Football, Hurling, Handball, Rounders and Camogie and Property Owners
<b>Cover:</b>	Combined General Liability Insurance
<b>Period of Cover:</b>	1st November 2018 – 31 October 2019 Both days inclusive
<b>Renewal Date:</b>	1 <sup>st</sup> November
<b>Sections Operative:</b>	
<b>Section 1 - Employers Liability:</b>	
<b>Limit of Indemnity:</b>	€13,000,000 (GB£10,000,000)
<b>Excess:</b>	€1,000 each and every occurrence
<b>Section 2 - Public Liability:</b>	
<b>Limit of Indemnity:</b>	€6,500,000 (GB£5,000,000)
<b>Excess:</b>	€1,000 each and every occurrence €1,500 each and every claim arising when the club property is being used by a Third Party and / or for activities that are not training or playing activities €5,000 each and every claim arising from legal liability of uninsured Contractors and any third party providing services to the GAA who cannot provide evidence of their own insurance including an indemnity in the name of the indemnified unit which they are using and GAA
<b>Section 3 - Products Liability:</b>	
<b>Limit of Indemnity:</b>	€6,500,000 (GB£5,000,000)
<b>Excess:</b>	€1,000 each and every occurrence

# **ENDORSEMENT(S)**

## **CONDITIONS PRECEDENT TO LIABILITY**

**The undernoted requirements shall be conditions precedent to any liability of the Company to make any payment under this Policy**

### **Health and Safety Statement**

A current valid Health and Safety statement must be in place with risk assessments completed in respect of all activities undertaken by the Club and reviewed at least on an annual basis

### **Member Registration**

All members must be registered in the GAA Management system in line with the rules of the official guide and the club must have made it clear that no member is permitted to participate in training or match activities unless they are a current registered playing member

### **Coach Registration and Training**

All team mentors and coaches must be registered members and have completed minimum relevant training of which details have been recorded  
Member definition is as follows;

### **Adult Member**

An Adult is a registered and paid member of the GAA as per the official guide who is 18 years of age or over on the 1st January of the calendar year

### **Youth Member**

A Youth is a registered and paid member of the GAA as per the official guide who is under 18 years of age on the 1st January of the calendar year.

### **GAA Code of behaviour Underage**

All clubs must adhere to and fully comply with all requirements of the Official Guide and GAA Our Games Our Code

### **Fundraising Activities**

All fundraising activities must be notified and agreed in advance with Marsh Ireland / Croke Park and best practice risk management guidelines must be in place

### **Excess Each and Every Occurrence**

Each club is responsible for the first amount of every claim as stated in the schedule and indemnity is conditional on the payment to Croke Park of such excess amount once a formal claim is initiated against the club

### **Car Park Liability**

Indemnity is provided in respect of the use of Car Park facilities for club activities / events provided always that Car Parks are/have;

- a) Adequately lit and surface is appropriate and maintained
- b) Fully supervised at all times during events
- c) Stewards wearing High Visibility clothing and are available to manage the flow of traffic in and out of the Car Park
- d) A one-way traffic system unless it is impractical to do so
- e) Appropriate Signage in place

# **ENDORSEMENT(S)**

## **CONDITIONS PRECEDENT TO LIABILITY**

### **Third Party Use of Club Property**

All Third-Party Users of GAA club property must have valid Employers and Public Liability Insurance in place in respect of their activities which must be extended to indemnify the club/Cuman Lúthchleas Gael in relation to any claims made against the club arising out of the negligence of the third party. The limits of indemnity must not be less than the limits provided under Section 1, 2 and 3 of this Schedule.

The club must obtain documentary evidence of such insurance and indemnity in advance of the granting of permission to use GAA property.

### **Personal Trainers and Other Professions**

Any professions engaged by the club must have in place valid Employers, Public and Professional Indemnity Insurance in respect of their activities which has been extended to indemnify the club/ Cuman Lúthchleas Gael in relation to any claims made against the club arising out of the negligence of the personal trainer.

The club must obtain documentary evidence of such insurance and indemnity in advance of the engagement by the club of such personal trainers and other professions. The limits of indemnity must not be less than the limits provided under Section 1, 2 and 3 of this Schedule. Their professional indemnity limit must be at a minimum level of €1M any one occurrence.

### **Health and Wellbeing Activities**

All Health and Wellbeing activities must be notified and agreed in advance with Marsh \ Croke Park and best practice risk management guidelines must be in place

### **Event Management Conditions**

#### **Licensing of Events**

Permission for events must have been granted by all relevant authorities i.e. Local Authority, Landowner (e.g. other than GAA ), Gardaí / PSNI. It is the clubs responsibility to have arranged such permissions and there must be documentary evidence available for verification.

#### **Health and Safety**

Each club must ensure that:

- Risk Assessments are completed and an event management plan is in place for each event
- No manual work is carried out by the insured
- No hazardous activities are organised by the insured

#### **Event activities which must be contracted out**

The following activities carried out or arranged on behalf of the insured must be contracted out to reputable bona fide sub-contractors only:

- Erection of marquees, stages or similar structures
- Security or crowd control
- Installation of sound or lighting equipment
- Training of participants for any production
- Entertainment providers
- Photographers or Videographers

such bona fide sub-contractors shall have in force Employers and Public Liability Insurance for the duration of such work and applicable in respect of all aspects and processes of such work

# ENDORSEMENT(S)

## CONDITIONS PRECEDENT TO LIABILITY

### **Insurances of Event Sub-contractors and third party participants**

All sub-contractors and third party participants in event(s) held on GAA club property must have valid Employers and Public Liability Insurance in place in respect of their activities for the duration of the event(s) which has been extended to indemnify the club in relation to any claims made against the club arising out of the negligence of such sub-contractors or third party participants.

The limits of indemnity must not be less than the limits provided under Section 1, 2 and 3 of this Schedule.

The club must obtain documentary evidence of such insurance and indemnity in advance of the granting of permission to use GAA property to undertake work in respect of or participate in events held in GAA property.

### **Community Scheme Workers**

In respect of the engagement of scheme workers at GAA properties or to undertake activities on behalf of GAA clubs, the club must submit a copy of the agreement between the club and scheme operator incorporating and enclosing:

- contract description to include details of the tasks undertaken \ job description for the person(s) employed
- completed risk assessments
- PPE register (**PPE** is equipment that will protect the user against **health** or **safety** risks at work
- Details of training arrangements \ records retention and the supervision in place
- insurances details of scheme operator including a specific indemnity to the club/Cumann Lúthchleas Gael to the GAA Risk & Insurance Manager or Marsh

### **Construction and / or Development Works**

No indemnity is provided to clubs in respect of any legal liability in respect of any construction or development works carried out by the club irrespective of whether such works is undertaken on a direct labour basis or undertaken by a contractor

### **Engagement of Contractors to undertake construction / development works**

- a) Construction and / or development works carried out or arranged on behalf of the insured shall only be undertaken by bone fide contractors
- b) such bona fide contractors shall have in force Employers and Public Liability Insurance and Contractors all Risks (CAR) Insurance for the duration of such work and applicable in respect of all aspects and processes of such work
- c) such Liability Insurance must have a limit of indemnity that is not less than the limit of indemnity application in Section 1, 2 and 3 and the CAR cover must have a limit of indemnity not less than the contract value
- d) such insurance shall be valid for the relevant contract work and an indemnity is noted on the policy to the relevant GAA club
- e) Under the CAR cover the insured will be noted as joint insured

All construction activities must be notified and agreed in advance with Marsh Ireland and Croke Park to ensure the best risk management practices are adhered to

# ENDORSEMENT(S)

## CONDITIONS PRECEDENT TO LIABILITY

### Licensed Bars

In order for insurers to confirm cover for licenced bars the following information must be provided for review/approval to Marsh \ Croke Park.

- Copy of the club current Health & Safety statement including completed risk assessments
- Details of annual income from the bar activities
- Number of club events per year
- Advise if the club permit use of the premises for private parties (e.g. birthday / funeral etc.)
- If the club permit use of the premises for private functions please advise number of events per year and copy of the booking form in place for recording use for such events
- Details of staffing for bar and functions
- Confirmation that all persons who work at functions have received training (Please note that from a liability perspective the club owes a legal duty of care to these persons whether they are volunteers or paid staff)
- Confirm the club has a sign in book in place as per the Official Guide and the use of same is communicated to all users of the bar facilities
- Confirmation from the club that they are not aware of any incident which may give rise to a claim that has not been reported to insurers
- Copy of the club cleaning procedures for events
- Confirmation from the club that they request and obtain proof of valid insurance from third parties before they are permitted use of the property
- Confirmation that an accident book is in place and maintained



# ENDORSEMENT(S)

## CONDITIONS PRECEDENT TO LIABILITY

### No Indemnity is provided under this policy in respect of :

Any Event including but not limited to amusement, display, competition or fund raising activity organised by the club or on its behalf for which the club is responsible or which takes place on GAA Property, involving;

- Bouncy Castles or Inflatables or Play Parks
- Pyrotechnics (Fireworks) of any kind, Bonfires, Explosives fire walking and the like
- Archery, Paintballing or Firearms, Shooting ranges for guns or archery
- Ballooning, Parachuting, Flying or all other aerial activity including but not limited to drones
- Fairground rides, Mechanical rides of any kind
- Foam parties, bubble machines, smoke machines
- White collar boxing, boxing, wrestling, kick boxing or other martial arts competitions or events
- Water based activity such as canoeing, sailing, sub-aqua, white water rafting, open/coastal water Activities / swimming
- It's a Knockout type competition, Climbing Walls or Zip Wires
- Quad bikes, mountain bikes, go karts, soap box derby, segways, skateboarding, roller skating, tractor runs or motor sports of any kind
- Bungee Jumping, Trampolines or any other gymnastic activities using harness
- Equestrian activities or persons riding on animals
- Circus or Stunt acts, outdoor pursuit courses of any kind
- Working at depths over 2 metres
- Any processes using application of heat, other than in the production of food
- Scrap Metal fundraising
- Supervision of young children or facilitating any type of crèche or playgroup
- Ski centres, Coaststeering, Caving, Mountaineering
- Weddings
- Activity races involving obstacles including but not limited to Mud Runs/Hell and Back.
- Motor Road Traffic Act liability

**This Policy is an underlying policy forming part of the master insurance policy issued to the holding entity of the Insured. Cancellation or non renewal of the master policy automatically cancels this Policy with effect from the date of cancellation of such master policy**

## DEFINITIONS

1. **Insured** means the person company firm or other legal entity named as the Insured in the Schedule
2. **Business** is as stated in the Schedule conducted solely from premises in the Territorial Limits and in addition but solely in respect of the Employers Liability and Public Liability Sections includes
  - (a) the ownership repair maintenance and decoration of premises occupied by the Insured and used for the purposes of the Business but not construction re-construction structural alteration or demolition of such premises
  - (b) the repair and maintenance of vehicles or plant used in the course of the Business and owned by the Insured
  - (c) the provision and management of canteens social sports and welfare organisations which are for the benefit of Employees and their families
  - (d) the provision in the course of the Business of first aid medical and dental services ambulance fire security services and safety organisations
3. **Submission** means the proposal and declaration or statement of fact for the insurance herein provided for together with all attachments thereto and any other information supplied by the Insured or the Insured's intermediary in connection with or for the purpose of this insurance all of which shall be incorporated in and form part of this Policy
4. **Employee** means any
  - (a) person under a contract of service or apprenticeship with the Insured
  - (b) person engaged under any training educational or work experience programme
  - (c) labour master or labour only sub-contractor or any person employed or supplied by them
  - (d) self employed person
  - (e) person hired to or borrowed by the Insured
  - (f) volunteerwhile working for the Insured in the course of the Business
5. **Bodily Injury** means bodily injury and includes death disease and illness
6. **Territorial Limits** means the Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Islands

## DEFINITIONS Continued

7. **Period of Insurance** means the period specified in the Schedule or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the Premium
  
8. **Excess** means the amount stated in the Schedule that the Insured shall bear in respect of each and every occurrence
  
9. **Pollution or Contamination** means
  - (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere
  - (b) all Bodily Injury Nuisance or loss of or damage to material property directly or indirectly caused by such pollution or contamination
  
10. **Offshore** means the period of time commencing when an Employee embarks on to a conveyance at the point of final departure to an offshore rig or offshore platform and terminating when such Employee disembarks from the conveyance on to land upon his/her return from an offshore rig or offshore platform
  
11. **Nuisance** means nuisance trespass or interference with any easement right of air light water or way
  
12. **Product** means any commodity article thing or any part thereof (including containers labelling and packaging provided in connection therewith) manufactured constructed erected installed altered repaired serviced processed treated sold leased supplied or distributed by or on behalf of the Insured in the course of the Business and not in the custody or control of the Insured
  
13. **Principal** Means any person company firm public local or statutory authority for whom the insured is carrying out work under contract or agreement

## **EMPLOYERS LIABILITY SECTION**

**(Applicable only if specified in the Schedule)**

### **INSURING CLAUSE**

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages in respect of Bodily Injury to an Employee caused within the Territorial Limits during the Period of Insurance and arising out of and in the course of employment by the Insured in connection with the Business

#### **Law Costs**

The Company will also indemnify the Insured in respect of

- (a) all claimants costs and expenses legally recoverable from the Insured
- (b) all costs and expenses incurred by the Insured with the written consent of the Company

Provided all such costs and expenses arise or are incurred in connection with a claim for which indemnity is provided by this Section

#### **Limit of Indemnity**

The total amount payable for all damages including all Law Costs in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity as stated in the Employers Liability section of the Schedule

The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable to this Section

## **EMPLOYERS LIABILITY SECTION**

### **EXTENSIONS**

**None of the under noted Extensions shall operate to increase the liability of the Company beyond the Limits of Indemnity stated in the Schedule and each Extension is subject otherwise to the terms Definitions Exclusions and Conditions of this Section and this Policy**

#### **1. Safety Health and Welfare at Work Act 2005**

In respect of any occurrence which may be the subject of indemnity under this Section the Company will indemnify the Insured or at the request of the Insured an Employee or partner or director of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Safety Health and Welfare at Work Act 2005 committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings

Provided that

- (a) the Company shall not be liable for the payment of fines or penalties
- (b) such persons are not entitled to indemnity under any other insurance policy

#### **2. Court Attendance Compensation**

In the event of an Employee or partner or director of the Insured attending court as a witness at the request of the Company in connection with a claim which is the subject of indemnity under this Section the Company will provide compensation to the Insured at the following rates for attendance at the court

- (a) any partner or director      €500 per day
- (b) any Employee                      €250 per day

## **EMPLOYERS LIABILITY SECTION**

### **EXCLUSIONS**

**The Company will not indemnify the Insured in respect of any liability:**

1. for Bodily Injury to an Employee while such Employee is Offshore
2. for which compulsory insurance or security is required under any road traffic legislation
3. arising out of the use of power tools wood working/cutting machinery or other similar equipment
4. in respect of any work undertaken at height unless carried out by Bona fide sub contractors only and confirmation that their insurances are checked and verified and confirmation that cover has been extended to provide a specific indemnity to the club prior to commencement of any works
5. for development / construction works undertaken on a direct labour basis

## **PUBLIC LIABILITY SECTION**

**(Applicable only if specified in the Schedule)**

### **INSURING CLAUSE**

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages in respect of accidental

- (a) Bodily Injury to any person
- (b) Nuisance
- (c) loss of or damage to material property

occurring within the Territorial Limits during the Period of Insurance and arising out of and in the course of the Business

#### **Limit of Indemnity**

The total amount payable for all damages in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity as stated in the Public Liability section of the Schedule

The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable to this Section

#### **Law Costs**

The Company will in addition indemnify the Insured in respect of

- (a) all claimants costs and expenses legally recoverable from the Insured
- (b) all costs and expenses incurred by the Insured with the written consent of the Company

Provided all such costs and expenses arise or are incurred in connection with a claim for which indemnity is provided by this Section

In respect of all claims against the Insured made within the legal jurisdiction of the United States of America or Canada or states or territories which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part the Limit of Indemnity shall be inclusive of all Law Costs

## **PUBLIC LIABILITY SECTION**

### **EXTENSIONS**

**None of the under noted Extensions shall operate to increase the liability of the Company beyond the Limits of Indemnity stated in the Schedule and each Extension is subject otherwise to the terms Definitions Exclusions and Conditions of this Section and this Policy**

#### **1. Safety Health and Welfare at Work Act 2005**

In respect of any occurrence which may be the subject of indemnity under this Section the Company will indemnify the Insured or at the request of the Insured an Employee or partner or director of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Safety Health and Welfare at Work Act 2005 committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings

Provided that

- (a) the Company shall not be liable for the payment of fines or penalties
- (b) such persons are not entitled to indemnity under any other insurance policy

#### **2. Court Attendance Compensation**

In the event of an Employee or partner or director of the Insured attending court as a witness at the request of the Company in connection with a claim which is the subject of indemnity under this Section the Company will provide compensation to the Insured at the following rates for attendance at the court

- (a) any partner or director     €500 per day
- (b) any Employee                €250 per day



## **PUBLIC LIABILITY SECTION**

### **EXTENSIONS Continued**

#### **3. Cross Liabilities**

If more than one party is named as the Insured the Company will treat each party as if a separate Policy had been issued to each

#### **4. Data Protection**

The Company will indemnify the Insured against legal liability for all sums which the Insured shall become legally liable to pay as compensation under Sections 7 21 and 22 of the Data Protection Acts 1988 and 2003 occurring during the Period of Insurance and arising out of and in the course of the Business

Provided that

- (a) the Insured has registered in accordance with the said act or has applied for such registration which has not been refused or withdrawn
- (b) the total amount for all compensation payable shall not exceed €250,000 in the aggregate in any one Period of Insurance
- (c) the Insured are not in business as a computer bureau
- (d) the Company will not indemnify the Insured in respect of
  - (i) any damage or distress caused by or arising from any deliberate act by or omission of the Insured if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - (ii) the costs of replacing reinstating rectifying or erasing any personal data
  - (iii) payment of fines or penalties
  - (iv) any damage or distress caused by or arising out of any act of fraud or dishonesty
  - (v) liability caused by or arising from the recording processing or provision of data for reward or to determine the financial status of any person

## **PUBLIC LIABILITY SECTION**

### **EXTENSIONS Continued**

#### **5. Indemnity to Principal**

The Company will indemnify any Principal against legal liability as defined in the Insuring Clause provided that

- (a) the insured would have been entitled to indemnity had the claim been made against the insured
- (b) the Principal is not entitled to indemnity under any other policy
- (c) the Principal shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy
- (d) nothing in this extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified.

## **PUBLIC LIABILITY SECTION**

### **EXCLUSIONS**

**The company will not indemnify the Insured in respect of any liability:**

1. for loss of or damage to material property
  - (a) belonging to the Insured
  - (b) in the custody or control of the Insured or an Employee or partner or director of the Insured other than
    - (i) the personal effects (including vehicles and their contents) of any visitor Employee or partner or director of the Insured
    - (ii) buildings (together with the contents thereof) temporarily occupied by or on behalf of the Insured for the purpose of carrying out work in the course of the Business
    - (iii) buildings (including their fixtures and fittings) leased or rented by the Insured but excluding liability assumed under the terms of any tenancy agreement which would not have attached in the absence of such agreement
  
2. caused by or arising from the ownership possession or use by or on behalf of the Insured of any
  - (a) mechanically propelled vehicle or trailer other than
    - (i) the use of plant as a tool of trade at the Insured's premises or any site at which the Insured is working in the course of the Business
    - (ii) the loading or unloading of such vehicle or trailer or the delivery or collection of goods to or from such vehicle or trailer

except where indemnity is provided by any other insurance or where compulsory insurance or security for such vehicle or trailer is required under any road traffic legislation
  - (b) aircraft or hovercraft
  - (c) watercraft other than hand propelled watercraft not exceeding eight metres in length
  
3. caused by or arising from any design plan or specification or any treatment or advice (remedial professional or otherwise) given administered or omitted by the Insured or an Employee or partner or director of the Insured for which a fee is or would normally be charged
  
4. for loss of or damage to that part of any property on which the Insured or an Employee or partner or director or agent of the Insured is or has been working where the loss or damage arises out of such work

## **PUBLIC LIABILITY SECTION**

### **EXCLUSIONS Continued**

5. (a) caused by or arising from a Product other than food or beverages prepared and/or served for consumption on any premises occupied by the Insured  
(b) for the cost of repairing replacing recalling altering removing or reinstating a Product
6. for Bodily Injury to an Employee
7. (a) for fines or penalties  
(b) for punitive or exemplary damages  
(c) for liquidated damages
8. for Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance  
  
Provided that
  - (a) all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
  - (b) the liability of the Company for all damages payable in respect of such 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 Indemnity
9. caused by or arising from the loss or alteration of or damage to or a reduction in the functionality availability or operation of a computer-system hardware programme software data information-repository microchip integrated-circuit or similar device in computer-equipment or non-computer-equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer-programme that contains any malicious or damaging code including but not limited to computer-virus worm logic-bomb or trojan-horse
10. directly or indirectly caused by or arising from in consequence of or in any way involving asbestos  
  
but this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property

## **PUBLIC LIABILITY SECTION**

### **EXCLUSIONS Continued**

11. costs or expenses directly or indirectly caused by consisting of arising from or connected with the failure or inconsistency in performance or function of any equipment whether the property of the Insured or not to
  - (a) correctly recognise or establish any date as its true calendar date
  - (b) recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information or command or instruction as a result of failure in date based functionality and/or associated algorithms or rules
  - (c) recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information as a result of the operation of any command which had been programmed into any computer software or hardware being a command which causes the loss of data or the inability to recognise capture save retain or to manipulate calculate interpret or process correctly such data or information as a result of failure in date based functionality and/or associated algorithms or rules
  
12. which attaches by virtue of a contract or agreement but which would not have attached in the absence of such agreement
  
13. caused by or arising from any deliberate act or omission by or on behalf of the insured and which could reasonable have been expected by the insured having regard to the nature and circumstances of such act or omission
  
14. for Bodily Injury to any person whilst participating in any competitive or friendly match and/or training session (official or unofficial)

## **PRODUCTS LIABILITY SECTION**

**(Applicable only if specified in the Schedule)**

### **INSURING CLAUSE**

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages in respect of accidental

- (a) Bodily Injury to any person
- (b) loss of or damage to material property

occurring during the Period of Insurance and caused by a defect in a Product

#### **Law Costs**

The Company will also indemnify the Insured in respect of

- (a) all claimants costs and expenses legally recoverable from the Insured
- (b) all costs and expenses incurred by the Insured with the written consent of the Company

Provided all such costs and expenses arise or are incurred in connection with a claim for which indemnity is provided by this Section

#### **Limit of Indemnity**

The total amount payable for all damages including all Law Costs in respect of any one occurrence or all occurrences of a series consequent on one original cause or in respect of any one Period of Insurance shall not exceed the Limit of Indemnity as stated in the Products Liability section of the Schedule

The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable to this Section

## **PRODUCTS LIABILITY SECTION**

### **EXTENSIONS**

**None of the under noted Extensions shall operate to increase the liability of the Company beyond the Limits of Indemnity stated in the Schedule and each Extension is subject otherwise to the terms Definitions Exclusions and Conditions of this Section and this Policy**

#### **1. Safety Health and Welfare at Work Act 2005**

In respect of any occurrence which may be the subject of indemnity under this Section the Company will indemnify the Insured or at the request of the Insured an Employee or partner or director of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Safety Health and Welfare at Work Act 2005 committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings

Provided that

- (a) the Company shall not be liable for the payment of fines or penalties
- (b) such persons are not entitled to indemnity under any other insurance policy

#### **2. Court Attendance Compensation**

In the event of an Employee or partner or director of the Insured attending court as a witness at the request of the Company in connection with a claim which is the subject of indemnity under this Section the Company will provide compensation to the Insured at the following rates for attendance at the court

- (a) any partner or director    €500 per day
- (b) any Employee                €250 per day

#### **3. Cross Liabilities**

If more than one party is named as the Insured the Company will treat each party as if a separate Policy had been issued to each

## PRODUCTS LIABILITY SECTION

### EXCLUSIONS

**The Company will not indemnify the Insured in respect of any liability:**

1. for loss of or damage to or for the cost of repairing replacing recalling altering removing or reinstating a Product
2. caused by or arising from a Product which is for use in or supply to the United States of America or Canada
3. caused by or arising from a Product which is for use in any aircraft hovercraft waterborne-craft or offshore-structure
4. caused by or arising from a defect in a Product which was known to the Insured prior to the inception date of this insurance or which comes to the attention of the Insured during the Period of Insurance and has not been notified to the Company under General Policy Condition 3 or 6 of this Policy
5. assumed by the Insured under any contract or agreement unless such liability would have attached to the Insured in the absence of such contract or agreement
6. for Bodily Injury to an Employee
7.
  - (a) for fines or penalties
  - (b) for punitive or exemplary damages
  - (c) for liquidated damages
8. for Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance

Provided that

- (a) all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
- (b) the liability of the Company for all damages payable in respect of such 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 Indemnity



## PRODUCTS LIABILITY SECTION

### EXCLUSIONS Continued

9. caused by or arising from the loss or alteration of or damage to or a reduction in the functionality availability or operation of a computer-system hardware programme software data information-repository microchip integrated-circuit or similar device in computer-equipment or non-computer-equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer-programme that contains any malicious or damaging code including but not limited to computer-virus worm logic-bomb or trojan-horse
  
10. directly or indirectly caused by or arising from in consequence of or in any way involving asbestos but this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property
  
11. costs or expenses directly or indirectly caused by consisting of arising from or connected with the failure or inconsistency in performance or function of any equipment whether the property of the Insured or not
  - (a) correctly recognise or establish any date as its true calendar date
  - (b) recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information or command or instruction as a result of failure in date based functionality and/or associated algorithms or rules
  - (a) recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information as a result of the operation of any command which had been programmed into any computer software or hardware being a command which causes the loss of data or the inability to recognise capture save retain or to manipulate calculate interpret or process correctly such data or information as a result of failure in date based functionality and/or associated algorithms or rules

## GENERAL POLICY EXCLUSIONS

### Applicable to all Sections

#### The Company will not indemnify the Insured in respect of:

1. (a) loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (iv) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter

The exclusion in sub-clause (iv) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are being prepared stored or used in the normal course of operations by the Insured for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended.

2. any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

war, invasion, acts-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

This Policy also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing or suppressing or in any way relating to anything contained above.

If the Company allege that by reason of this Exclusion, any liability, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

3. the Excess specified in the Schedule

## **GENERAL POLICY CONDITIONS** **Applicable to all Sections**

### **1. Due Observance**

The observance and fulfilment of the terms and Conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured or any other indemnified party shall be conditions precedent to any liability of the Company to make any payment under this Policy

### **2. Non-Disclosure**

This insurance will be voidable if there has been misrepresentation misdescription or non-disclosure of any material fact

### **3. Alterations in Risk**

If at any time anything shall occur or be done materially affecting or varying any aspect of the subject matter of this insurance the Insured shall give immediate notice in writing to the Company

### **4. Reasonable Precautions**

The Insured shall at all times exercise reasonable care that only steady and competent Employees are employed and shall take all reasonable precautions to prevent accidents and any Bodily Injury Nuisance or loss of or damage to material property and shall take all reasonable steps to observe and comply with all applicable laws statutory enactments or local authority by-laws regulations obligations and requirements

### **5. Fraud**

Any claim that is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on behalf of the Insured or if any loss or damage is caused by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited

### **6. Claims Conditions**

- (a) In the event of an occurrence which may give rise to a claim for indemnity under this Policy, the Insured shall give immediate notice to Croke Park. Notifications will be handled in line with the Croke Parks data protection policy. Every letter, claim, summons and process should be notified or forwarded to Croke Park. The Insured shall inform Croke Park immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company every relevant document which must remain unanswered by the Insured
- (b) No admission repudiation offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company. The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise. The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require. The Company shall not be liable for any loss alleged to have been sustained

## **GENERAL POLICY CONDITIONS**

### **Continued**

by the Insured in consequence of any action or omission of the Company in the course of any claim or proceedings

- (c) The Company may at any time at its sole discretion pay to the Insured the amount of the Limit of Indemnity (less any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and be under no further liability in respect of such claim or claims except for other costs and expenses for which the Company may be responsible incurred prior to such payment

#### **7. Premium Adjustment**

If the Premium for any Section of this Policy has been calculated on the basis of an estimate supplied by the Insured of wages salaries and other earnings and/or turnover

- (a) the Insured shall maintain an accurate record of such wages salaries and other earnings and/or turnover and the Company or its representatives may at any time examine such record
- (b) the Insured shall within 90 days of the expiry of each Period of Insurance supply to the Company an auditors' certificate of such wages salaries and other earnings and/or turnover for that Period of Insurance and in this regard time is of the essence

and

- (i) if the amount of such wages salaries and other earnings and/or turnover shall differ from the estimate on which the Premium has been calculated the difference in Premium shall be paid by or allowed to the Insured as the case may be subject to retention of the Minimum Premium stated in the Schedule or as advised to the Insured
- (ii) should the Insured fail to supply such auditors' certificate in accordance with this Condition then the Company will not provide any indemnity for any Bodily Injury Nuisance or loss of or damage to material property which might otherwise be the subject of indemnity under this Policy in the Period of Insurance for which the auditors' certificate remains outstanding

#### **8. Other Insurances**

If any insurance under this Policy is also the subject (in whole or in part) of any other policy the liability of the Company shall apply in excess of and not as contributory with such other policy

#### **9. Cancellation**

- (a) The Company may cancel this Policy at any time by giving 21 days notice by registered letter to the last known address of the Insured and this cancellation will be effective from midnight on the twenty first day immediately following the date of the registered letter. In such case the Insured shall be entitled to the return of a proportionate part of the Premium in respect of the unexpired Period of Insurance subject to the retention by the Company of the Minimum Premium(s) stated in the Schedule or as advised to the Insured or if the Premium has been based on estimates supplied by the Insured the Premium shall be adjusted in accordance with General Policy Condition 7.

## **GENERAL POLICY CONDITIONS**

### **Continued**

- (b) Without prejudice to the generality of General Policy Condition 9 (a) if the Company has agreed to accept payment of Premium for this Policy by instalments then in the event of non-payment of any instalment on or before the due date the Company may cancel this Policy by giving 7 days notice by registered letter to the last known address of the Insured and this cancellation will be effective from midnight on the seventh day immediately following the date of the registered letter. In such case the Company shall be entitled to payment of the Premium proportionate to the Period of Insurance.

#### **10. Arbitration**

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by the parties or failing agreement by the President for the time being of the Law Society of Ireland. Where any difference is referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of the liability shall be deemed to have been abandoned

#### **11. Insurance Act 1936**

In accordance with Section 93 of the Insurance Act 1936 it is understood and agreed that all moneys which become or may become due and payable by the Company under this Policy shall be payable and paid in Ireland

#### **12. Survey and Risk Requirements**

##### **Survey**

Where a survey has been conducted and in the event that this survey should show that the risk or any part of it is not satisfactory in the opinion of the Company then the Company reserves the right to

- (a) alter the premium or terms and Conditions
- (b) exercise their right to cancel the Policy
- (c) leave the premium or terms and Conditions unaltered

The Company will advise the Insured or the Insured's intermediary of their decision and the effective date of such decision.

## **GENERAL POLICY CONDITIONS**

### **Continued**

#### **Risk Requirements**

It is a condition precedent to the liability of the Company that the Insured must comply with all survey risk requirements required by the Company within completion timescales specified by the Company.

In the event that a risk requirement is not completed within the completion timescales specified by the Company then the Company reserves the right to

- (a) alter the premium or terms and Conditions
- (b) exercise their right to cancel the Policy
- (c) leave the premium or terms and Conditions unaltered

The Company will advise the Insured or the Insured's intermediary of their decision which will be effective either from the expiry of any time period specified by the Company for completion or any other period specified by the Company.

The above conditions do not affect the right of the Company to void the Policy if they discover information material to their acceptance of the risk.

Except in so far as they are expressly varied by this Condition all of the terms Conditions Exclusions and limits of this Policy and of the Sections of the Policy shall continue to apply until advised by the Company.

- 13. General cover is conditional on the basis that the unit is affiliated to Cumann Luthchleas Gael and is in compliance with Association rules as set out in the official guide**