



## Optis Combined Liability Schedule

Policy Number : BS0562-ELPL-39335

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### Policy Details

Policy Number :	BS0562-ELPL-39335
Unique Market Reference:	B0241IC115328V
Broker :	CFM Group Ltd
Insured's Name :	Darragh Connolly Garden Care Ltd
Address :	50 The Fairways, Woddbrook Glen, Bray, Wicklow
Period of Insurance :	From : 03/11/2019 To : 02/11/2020
Total: (excl 5% Government Levy):	€ 2,009.43
Government Levy :	€ 100.47
Total: (inc 5% Government Levy) :	€ 2,109.90
Policy Excess (the first amount of any claim which you must pay) :	a) Employers Liability: €750 b) Public/Products Liability: €750
Policy Wording :	QBEOPT010119

### Insurer

Lloyd's Insurance Company S.A. (Reinsured by Lloyd's syndicate DCH 386 which is managed by QBE Underwriting Limited)  
Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be). Website address: [lloyds.com/brussels](http://lloyds.com/brussels). E-mail: [enquiries.lloydsbrussels@lloyds.com](mailto:enquiries.lloydsbrussels@lloyds.com). Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

### 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 the insurer

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 five 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.
6. You will ensure that all employees and other operatives for whom you are responsible have a current, valid Safe Pass Registration Card and that a copy or photographic record of each card is retained for inspection by insurers.

**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 :	Landscapers (excluding tree lopping and felling AND tree surgery) Endorsement(s) applicable: LA1,A01,A02,A03,A05,A07,A21,A25,A41,A432,SLE
Number of Directors :	1
Number of Clerical Directors :	0
Employer liability cover for working directors:	No
Number of Employees :	6
Number of Clerical Employees :	0
Projected Annual Turnover not Exceeding :	€ 350000
Limits of Indemnity :	Employers Liability : €13,000,000 any one claim/unlimited any one period of insurance Public Liability : €6.5 million Products Liability : €6.5 million
Total payments to Labour Only Sub Contractors :	€ 0
Total payments to Bona Fide Sub Contractors :	€ 2000



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### Claims / Complaints

#### Claims

In the event of a claim please contact:

QBE European Operations – Dublin,  
Claims Department,  
4th Floor,  
6-10 Suffolk Street,  
Dublin 2  
qbeclaims@optis.ie  
Telephone: + 353 (01) 605 3688

#### Complaints

In the event of a complaint please contact:

Optis Insurances Limited,  
Unit 1,  
Knightsbrook Square,  
Knightsbrook,  
Trim,  
Co. Meath  
complaints@optis.ie  
Telephone: 046 9481667

### Endorsements/Special Terms

This combined liability schedule (including the following endorsements), together with the policy wording (ref: QBEOPT010119) attaches to and forms part of your insurance contract. A full copy of the policy wording may be downloaded from the Optis Insurance website at [www.optis.ie](http://www.optis.ie).

#### Special Terms :

16/06/2020: Manual Employees changed from 5 to 6

#### 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

##### A02 - Hazardous Work Exclusion

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, scaffolding or demolition
  - c) water diversions, flood protection or sea defences
  - d) the use of slings or cradles to move/carry people
  - e) tree lopping, felling and surger

##### 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

##### A05 - Personal Protective Equipment Condition



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### Endorsements/Special Terms - cont'd

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.

#### A07 - Hot Work Exclusion

We will not be liable in respect of any claim or claims arising out of or in connection with the application of heat by you or on your behalf away from your premises.

#### A21 - Burning of debris exclusion

We will not be liable in respect of any claim arising out of or in connection with the burning of any waste material or debris

#### A25 - Tree Felling Exclusion

We will not be liable in respect of any claim arising out of or in connection with tree felling and/or lopping other than the pruning of trees from ground level only.

#### A41 - Use of Plant

It is a condition precedent to liability under this policy that all Employees and any other operative for whom the Insured is responsible for who operate plant

1. Have a valid Safe Pass Registration Card
2. Complete a CSCS Training/Assessment Programme

It is a legal requirement that all Operators who operate the following plant should have completed Construction Skills Certification Scheme (CSCS)

180 Degree Excavator

360 Degree Excavator

Mini Digger

Tower Crane

Self-Erect Tower Crane

Mobile Crane

Crawler Crane

Telescopic Handler

Tractor Dozer

Site Dumper

Articulated Dumper

Slinger Signaller

#### LA1 - Local Authorities Clause

It is hereby noted and agreed that Local Authorities and/or Public Bodies and/or Health Boards are noted as joint insured under section B - Public Liability in relation to any contract undertaken by you on their behalf, but solely in respect of negligence attributable to you.

#### SLE - Exclusion: Sanction limitation and exclusion clause

Notwithstanding anything herein to the contrary the Insurer shall not provide cover nor 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 or any member of the Insurer's group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

#### A432 - Safe Pass Condition:

It is a condition precedent to liability under this policy that all Employees and any other operative for whom the Insured is responsible have a current, valid Safe Pass Registration Card and that a copy or photographic record of each card is retained for inspection by insurers.



## Optis Commercial Legal Expenses

Master Policy Number: PRIM / OPTIS / COMM / 08 / 2019

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### Policy Details

Broker :	CFM Group Ltd
Insured's Name :	Darragh Connolly Garden Care Ltd
Trading As: (if applicable) :	
Address :	50 The Fairways, Woddbrook Glen, Bray, Wicklow
Insurer :	UK General Insurance Limited on behalf of Great Lakes Insurance SE
Period of Insurance :	From : 03/11/2019 To : 02/11/2020

### 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 Master Certificate Number PRIM / OPTIS / COMM / 08 / 2019 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.

This policy will be governed by the laws of the Republic of Ireland.

##### *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 Optis 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
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 Optis Advice Helpline and obtained their authorisation.



## Optis Commercial Legal Expenses

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### Claims

To report a claim or for legal advice, in the first instance please call Tel: (046 948 1667) quoting your Master Certificate Number : PRIM / OPTIS / 08 / 2019. Once you have provided us with the details of your claim and we have accepted it, we will start to resolve your legal problem.

### Cancellation

If you decide that for any reason, this Policy does not meet your insurance needs then please return it to Optis Insurances Limited within 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

If you wish to cancel Your Policy after 14 days you will be entitled to a pro- rata return of premium. Thereafter you may cancel the insurance cover at any time by informing Optis Insurances Limited however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address

Valid reasons may include but are not limited to:

- a) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium.

### DATA PROTECTION ACT 1998 AND 2003

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998 and 2003, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

### Compensation Scheme

The Insurance Compensation Fund in Ireland exists for the protection of consumers. In the event that an insurer is unable to pay a claim, compensation may be available from this fund. You may obtain more information about the Insurance Compensation Fund by visiting the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie)

**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.**