



Optis Combined Liability Quote

Quote Reference : 471593

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Quote Details

Quote Reference :	471593
Unique Market Reference:	B0241IC115328V
Broker :	John O Donoghue Insurances Limited
Insured's Name :	Rory Connolly
Date Quote Saved:	21/06/2019
Policy Excess (the first amount of any claim which you must pay) :	a) Employers Liability: €750 b) Public/Products Liability: €750
Total: (inc 5% Government Levy) :	€ 2.6m : € 665.97 € 6.5m : € 744.51
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. Website address: lloyds.com/brussels. E-mail: 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 :	Painters and Decorators Endorsement(s) applicable: LA1,A01,A02,A03,A04,A05,A11,A25,A41,A432,SLE
Number of Employees :	1
Number of Clerical Employees :	0
Projected Annual Turnover not Exceeding :	€ 25000
Limits of Indemnity :	Employers Liability : €13,000,000 any one claim/unlimited any one period of insurance Public Liability : € TBA Products Liability : € TBA
Total payments to Labour Only Sub Contractors :	€ 0
Total payments to Bona Fide Sub Contractors :	€ 0



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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.

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

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



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Endorsements/Special Terms - cont'd

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.
 - 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.

A11 - Spray Drift Condition

We will not be liable for the first Eur750 each and every claimant in respect of spray drift but subject to an overall aggregate excess of €10,000 any one occurrence

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



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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.