

Public Liability Policy



59.CLP.5902423

Zurich Insurance Company Ltd ("the Insurer") in consideration of the Insured having paid or agreed to pay the premium and on the basis of any information provided in connection with a proposal made to the Insurer WILL SUBJECT TO THE TERMS CONDITIONS ENDORSEMENTS AND LIMITS OF INDEMNITY OF THIS POLICY INDEMNIFY THE INSURED AGAINST

A. All sums which the Insured shall become legally liable to pay for compensation and claimants' costs and expenses in respect of

(i) Accidental Bodily Injury to any person not being an Employee

(ii) Accidental loss of or damage to Property

occurring during the Period of Insurance in the Territorial Limits and caused in connection with the Business

B. All costs and expenses incurred with the written consent of the Insurer in defending any claim against the Insured which may be the subject of indemnity under this Policy

C. The payment of the solicitor's fees incurred with the Insurer's written consent for representation of the Insured at

(i) any Coroner's Inquest or Fatal Inquiry in respect of any death

(ii) proceedings in any Court of Summary Jurisdiction relating to such Bodily injury or loss of or damage to Property

which may be the subject of indemnity under this Policy

DEFINITIONS

1. **BUSINESS** shall include the ownership of premises and the provision and management of canteen social sports and welfare organisations for the Insured's Employees first aid fire and ambulance services
2. **BODILY INJURY** includes death illness or disease
3. **PROPERTY** means material property
4. **EMPLOYEE** means
 - (a) any person under a contract of service or apprenticeship with the Insured
 - (b)
 - (i) any labour master or person supplied by a labour master or any person supplied by a labour only sub-contractor
 - (ii) any self-employed person
 - (iii) any person hired by the Insured from another employer subject to an agreement under which the person is deemed to be employed by the Insured
 - (iv) Individual undertaking study or work experience while under the supervision of the Insured.

while engaged in connection with the Business
5. **GOODS** shall mean goods (including containers and packaging) sold or supplied by the Insured in connection with the Business
6. **TERRITORIAL LIMITS** shall mean
 - (a) the Republic of Ireland
 - (b) elsewhere in the world in respect of
 - (i) any act or omission occurring within the Republic of Ireland
 - (ii) the acts or omissions of persons ordinarily resident in the Republic of Ireland but temporarily engaged in the Business outside the Republic of Ireland
7. **HEALTH HAZARDS** means:
 - (a) Tobacco related diseases and conditions, including, but not limited to cancer, arteriosclerosis, heart disease, lung disease, and emphysema.
 - (b) Other metabolic effects of tobacco use, including but not limited to shortness of breath, low resistance to infection or disease, psychological or mental injury or addiction.

EXCEPTIONS

1. The Insurer shall not be liable in respect of Bodily Injury or loss of or damage to Property
 - (i) arising from the ownership possession or use by or on behalf of the Insured of any aircraft spacecraft hovercraft water craft (other than hand propelled water craft) or mechanically propelled vehicle
 - (ii) caused by Goods after they have ceased to be in the custody or control of the Insured other than food or drink sold or supplied through any facility or service mentioned in Definition 1
2. The Insurer shall not be liable in respect of loss of or damage to Property in the custody or control of the Insured or any Employee other than
 - (a) guests` directors` partners` or Employees` personal effects including motor vehicles and their contents for which the Insured are responsible
 - (b) buildings including their fixtures and fittings which are not owned leased or hired or rented by the Insured
3. The Insurer shall not indemnify the Insured under this Policy against any liability which is assumed by the Insured under any contract or agreement unless such liability would have attached in the absence of such contract of agreement
4. The Insurer shall not be liable under this Policy in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - (iii) any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
5. The Insurer shall not indemnify the Insured under this Policy against any liability
 - (i) in respect of loss of or damage to that part of any Property upon which the Insured or any person acting on behalf of the Insured is or has been working where the loss or damage occurs as a direct result of such work
 - (ii) in respect of loss of or damage to hovercraft or water craft caused by foul berthing
 - (iii) caused by advice design or specification given for a fee
6. The Insurer shall not be liable under this Policy in respect of any liability
 - (i) arising from or in connection with any Goods sold or supplied by the Insured in or for delivery or use in the United States of America or Canada
 - (ii) arising from or in connection with any claim made or brought in the United States of America or Canada
 - (iii) in respect of Bodily Injury or loss of or damage to Property occurring in the United States of America or Canada

7. This Policy shall not apply in respect of any liability arising directly or indirectly in connection with
- i) asbestos including products installations and premises containing asbestos material
 - ii) the application or use of chlorohydrocarbons polychlorinated biphenyls including polychlorinated biphenyl generated dibenzofurans and dioxins, subacute myelo optic-neurophaty, diethylstilbestrol, ureaformaldehyde, swine flu vaccines, oxychinoline, RU 486 and contraceptives of any kind
 - iii) Thimerosal (Merthiolate, Natriumtimerfonat, Mercury sodium methylthiosicilate), Fluoxetine, Phenylpropanolamine (PPA), Methylphenidate, Troglitazone, Gemfibrozil, Cerivastatine, Statines and fibrates
 - iv) transfer of pathogens (e.g. prions) in the area of "transmissible spongiform encephalopathies" (TSE) such as "Bovine spongiform encephalopathy" (BSE) or "variant Creutzfeld-Jakob disease" (vCJD)
 - v) Human biological materials including extracts thereof (e.g. blood plasma, plasma-proteins, immunoglobulins, cells, tissue, organs, urine excretions), & lente viruses.
 - vi) Silicon based human implants
 - vii) Fenfluramine, dexfenfluramine and phentermine alone and in combination with other active substances which influence the serotonin level
 - viii) Genetically modified seeds
 - ix) vaccines and/or inoculations
8. This insurance does not apply nor does the Insurer have any duty to defend any claim or suit for "Bodily Injury", "Property Damage", "Personal Injury" &/or "Advertising Injury" for which any Insured may be held liable by reason of:
- (1) "Health Hazards" that arise from the use of tobacco.
 - (2) "Health Hazards" caused by or contributed to by second hand smoke from tobacco products.
 - (3) Any furnishing of tobacco products to a person under the legal smoking age.
 - (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of tobacco.
9. This Policy shall not apply in respect of any liability arising out of the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants or any solid liquid gaseous or thermal irritant or contaminant including materials to be recycled reconditioned or reclaimed into or upon land the atmosphere or any watercourse or body of water
- (a) in the United States of America or Canada
 - (b) anywhere else in the world unless such discharge dispersal release or escape is sudden and accidental unintended and unexpected

10. The Insurance granted by this Policy shall not apply in respect of any claim arising from or in connection with HIV or Acquired Immune Deficiency Syndrome and its consequences.
11. The Insurance granted by this Policy shall not apply in respect of liquidated damages fines penalties aggravated exemplary or punitive damages.
12. This Policy shall not apply to liability 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;
 - (1) 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; or
 - (2) any act of terrorism.
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

This endorsement also excludes 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, suppressing or in any way relating to (1) and/or (2) above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

13. This Policy does not apply to liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:
 - (1) the loss of or alteration of or damage to
or
 - (2) 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.
14. This Policy shall not apply in respect of any liability arising directly or indirectly in connection with claims in respect of losses caused by the Manufacturing and/or Selling of Firearms.
15. The Insurance granted by this Policy shall not apply in respect of any claim arising from or in connection with Patent Infringement
16. This Policy excludes claims which are the subject of a statutory insurance obligation.
17. This Policy does not apply to liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by Electromagnetic Forces.

EXTENSIONS

1. The Insurer will indemnify in the terms of this Policy
 - (a) at the request of the Insured
 - (i) any director partner or Employee in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against them
 - (ii) any officer member or Employee of the Insured's canteen social sports and welfare organisations or ambulance fire and first aid services in his respective capacity as such
 - (iii) in respect of legal liability incurred by any director or executive of the Insured arising from private work undertaken with the consent of the Insured by an Employee at the private residence of the director or executive provided that the said director or executive is not entitled to indemnity under any other Policy
 - (b) in the event of the death of the Insured the Insured's legal personal representatives in respect of liability incurred by the Insured
 - (c) any Principal on whose behalf the Insured in connection with the Business is undertaking work to the extent that the contract or agreement between the Insured and such Principal for the performance of such work so requires

Where the Insurer is liable to indemnify more than one party the total amount of indemnity to all such parties including the Insured shall not exceed the Limits of Indemnity

2. Notwithstanding anything contained to the contrary in Exception 1 (i) the Insurer will within the terms of this Policy indemnify the Insured in respect of Bodily Injury or loss of or damage to Property arising from the act of loading or unloading a mechanically propelled vehicle or the bringing to or taking away of a load from such vehicle and occurring beyond the limits of the carriageway or thoroughfare
3. Exception 2 of this Policy shall not apply to any building (including its fixtures and fittings) leased hired or rented to the Insured provided the Insurer shall not be liable in respect of
 - (a) liability assumed by the Insured under a tenancy or other agreement which would not have attached in the absence of such agreement
 - (b) the first €126 of each and every claim for loss of or damage caused other than by fire or explosion

Provided always that any such building (including its fixtures and fittings) are insured against the risk of loss or damage caused by fire

CONDITIONS

1.
 - (a) The Insured shall immediately report to the Insurer in writing all accidents claims and civil proceedings. Where the Insured has knowledge of any impending civil proceedings the Insured shall immediately advise the Insurer in writing
 - (b) Every letter claim writ summons process or other document must be sent to the Insurer immediately
 - (c) No admission of liability or offer promise or payment may be made without the Insurer's written consent
 - (d) The Insured shall give all assistance and information as required by the Insurer
2.
 - (a) The Insurer is entitled to take over and conduct the defence or settlement of any claim at the Insurer's discretion
 - (b) The Insurer may at any time pay the Limit of Indemnity (after deduction of any sum or sums already paid) or any lesser sums for which any claim or claims can be settled and shall then be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to such payment. Provided that in the event of a claim or series of claims arising from one cause resulting in liability of the Insured to pay a sum in excess of the Limit of Indemnity the Insurer's liability for such costs and expenses shall not exceed an amount being in the same proportion as the Insurer's payment bears to the total payment made by or on behalf of or to be made by the Insured in satisfaction of the claim or claims
3. The Insured shall take and cause to be taken reasonable precautions to prevent Bodily Injury or loss of or damage to Property and shall act in accordance with all statutory obligations and regulations and comply with all statutory requirements relating to the inspection of passenger lifts and steam or other apparatus. The Insured shall forthwith make good or remedy any defect or danger which becomes apparent and in the meantime take such additional precautions as the circumstances may require
4. If at the time of any occurrence or claim there is or would but for the existence of this Policy be any other insurance applicable to such occurrence or claim the Insurer shall not be liable under this Policy except to the extent of any excess beyond the amount payable under such other insurance had this Policy not been affected
5. Where the premium is calculated on statements and estimates supplied by the Insured the Insured shall within one month of expiry of each Period of Insurance supply the Insurer with such information as the Insurer requires for such expired period and the premium for such period shall be adjusted by the Insurer and the difference be paid by or allowed to the Insured as the case may be subject to any agreed minimum premium. Failure to supply such information shall entitle the Insurer to estimate if the Insurer so wishes such information and calculate the difference which shall then be paid by the Insured
6. The Insurer may cancel this Policy by sending thirty days' notice by registered post to the last known address of the Insured who shall be entitled to a proportionate return of premium

7. The Insured shall give the Insurer immediate notice in writing of any alteration which materially affects the risk insured and the due observance of the terms provisions conditions and endorsements of this Policy by the Insured or any persons claiming indemnity or benefit in so far as they relate to anything to be done or complied with by the Insured or such persons and the truth of the statements and answers and information supplied on or in connection with the said proposal shall be conditions precedent to any liability of the Insurer to make any payment under this Policy
8. If any difference shall arise under this Policy such difference shall be referred to an Arbitrator to be appointed by the parties by agreement or in default of agreement to be appointed by the President for the time being of the Incorporated Law Society of Ireland. The conduct of the arbitration shall be governed by the Arbitration Acts 1954 to 1980 or any statutory re-enactment or amendment thereof. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer

Claims not referred to arbitration within twelve calendar months from the date of disclaimer of liability by the Insurer shall be deemed to have been abandoned
9. All moneys which become or may become due and payable by the Insurer under this Policy shall be payable and paid in the Republic of Ireland to the extent that Section 93 of the Insurance Act 1936 so requires.
10. Any action for damages arising under the within Policy must be brought against the Insured in a Court of Law in Ireland or in any member country of the European Union.
11. This Policy is an integral part of an international program of insurance provided to the Insured and/or its related companies by one or more members of the Zurich Group of Companies. Pursuant to this international program of insurance, one of the policies issued by one of the members of the Zurich Group of Companies is designated a Master Policy. Notwithstanding with other provisions of this policy, if the Master Policy lapses, is cancelled or is not renewed by the Insured or its related and/or affiliated companies to which the Master Policy is issued, this Policy will be void as at the date of the lapse, expiry or cancellation of the Master Policy.



ZURICH

PUBLIC LIABILITY POLICY

THIS SCHEDULE REPLACES ALL PREVIOUS SCHEDULES

SCHEDULE This Policy including the Schedule Definitions Exceptions Extensions Special Extensions (if applicable) and Endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of

Insurer ZURICH INSURANCE COMPANY LTD **Policy No.** 59.CLP.5902423

Insured British Caving Association **Schedule Date** 14 February, 2011

Address c/o 25 Cnoc Na Greine View,
Kilcullen,
Co. Kildare

Carrying on the BUSINESS of Cave, Karst and Mine Research and no other for the purpose of this insurance.

Period of Insurance From 01st January 2011
To 31st December 2011
or any subsequent period for which the Insurer accepts renewal of this policy

Premium €2,392.69 inclusive of government levy.

Limit of Indemnity Public Liability €2,323,500 any one claim or number of claims arising out of one cause

SPECIAL EXTENSIONS This insurance is subject to Special Extensions Numbered:- 1 - Products

Finance Act 1982 The appropriate stamp duty imposed by the Finance Act 1982 will be paid to the Revenue Commissioners in accordance with the provisions of Section 19 of the Finance Act 1950

For the Insurer

Patrick Manley
Branch Manager for Ireland

Examined.....SW.....

Date ...05/01/2011.....

SPECIAL EXTENSIONS (If Applicable and Stated in the Schedule)

1. **PRODUCTS LIABILITY** The Insurer will indemnify the Insured in the terms of this Special Extension and subject to the Limit of Indemnity specified below against all sums which the Insured shall become legally liable to pay for compensation and claimants' costs and expenses in respect of

- (i) Accidental Bodily Injury to any person not being an Employee
- (ii) Accidental loss of or damage to Property

occurring anywhere in the world during the Period of Insurance and caused by Goods not in the custody or control of the Insured sold or supplied by the Insured in connection with the Business from any premises within the Republic of Ireland

The indemnity expressed in this Special Extension shall not apply in respect of

- (i) any Goods installed in aircraft or spacecraft
- (ii) loss of or damage to Goods causing Bodily Injury or loss of or damage to Property
- (iii) the costs or expenses of recalling removing repairing or replacing Goods
- (iv) any Property in the custody or control of the Insured
- (v) any liability arising from the design of or the plan formula or specification for Goods
- (vi) any liability
 - (a) arising from Goods for delivery or use
 - (b) for any action brought in a Court of Law in the United States of America or in Canada
- (vii) guaranteeing the performance of any Goods

The Limit of Indemnity under this Special Extension shall not exceed €2,323,500 any one claim or number of claims arising out of one cause

Subject otherwise to the terms exceptions and conditions of this Policy.

OPERATIVE ENDORSEMENTS

These Endorsements are subject otherwise to the terms exceptions and conditions of this Policy and are incorporated in and form part of the Policy

ENDORSEMENT NO 1 The Insured shall be responsible for the first €5,524 (€11,048 arising from the use of explosives) of each and every claim arising under the within policy.

ENDORSEMENT NO 2 **DATA PROCESSING EXCLUSION**

the Company shall not be liable under this Policy in respect of:

any liability for any amount which is caused directly or indirectly by or contributed to by or consisting of or arising in whole or in part from:

- i) the way in which any Data Processing System responds to or deals with or fails to respond to or fails to deal with any true calendar date
- ii) any Data Processing System responding to or dealing in any way with:
 - 1) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - 2) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such Data Processing System is the property of the Insured or not and whether operating before during or after the year 2000.

Definition

Data Processing System shall mean:

any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or firmware.

ENDORSEMENT NO 3 This Policy excludes claims in respect of loss caused by or arising out of or in connection with activities carried out on aircraft or spacecraft or in connection with products manufactured, processed or supplied by an insured entity and which were obviously intended for the construction of or incorporation into aircraft or spacecraft.

ENDORSEMENT NO 4

Claims Series Clause

An Occurrence or series of Occurrences happening during the Policy Period which are attributable directly or indirectly or allegedly to the same event, condition, defect or hazard, or failure to warn shall be added together and treated as one Occurrence irrespective of the period of time after the commencement of the Policy Period or the number of persons or organisations who sustain Property Damage and/or Personal Injury. All such Occurrences shall be deemed to have occurred on the day of the first of such Occurrences.

Zurich shall not indemnify the Insured for any liability of whatsoever nature in connection with Personal Injury or Property Damage where such Personal Injury or Property Damage is in any way connected with or related to an Occurrence or events or circumstances, whether of a continuous, intermittent or repeated exposure, which had occurred or commenced or existed prior to the Inception Date of this Policy.

ENDORSEMENT NO 5

CROSS LIABILITIES

For the purpose of this Policy each of the parties comprising "the Insured" shall be considered a separate and distinct unit and the words "the Insured" shall be considered as applying to each party in the same manner and to the same extent as if a separate Policy had been issued to each of the said parties and the Insurer agrees to waive all rights of subrogation or action which the Insurer may have or acquire against any of the aforesaid parties arising out of any occurrence in respect of which any claim is made hereunder but excluding

- a) liability in respect of loss of or damage to material property belonging to any of the parties comprising "the Insured" under this Policy
- b) liability in respect of Death of or Bodily Injury to any employee of the parties comprising "the Insured" under this Policy.

Provided however that the liability of the Insurer to all parties shall not exceed the Limit of Indemnity.

NOTICE TO POLICYHOLDERS

Effective from inception, the following clauses apply to your policy

EURO CONTINUITY CLAUSE

The European Economic and Monetary Union (EMU) provides for the introduction of a single currency (Euro) and the substitution of the national currencies of the Member States participating in the EMU.

The parties confirm that the occurrence or non-occurrence of any event associated with the EMU will not have the effect of altering any term of, or discharging or excusing performance under this Agreement or any Transaction, give either party the right unilaterally to alter or terminate the Agreement or/and Transaction, or otherwise be the basis for the effective designation of an early termination date.

An event associated with EMU includes, without limitation, each and any combination of the following and their possible economic effects:

- (1) The introduction of the single currency (Euro)
- (2) The substitution of the Euro for the ECU
- (3) The introduction of the Euro as lawful currency in a member state and the later substitution of the Euro for the national currency.
- (4) the fixing of conversion rates
- (5) the disappearance or replacement of a relevant rate option or other source for the ECU or the national currency of a EMU Member State or the failure of an agreed sponsor (or a successor sponsor) to publish or display a relevant rate, index, price, page or screen.

This clause applies unless otherwise agreed by the parties by supplements duly executed.

Note: On the date on which the national currencies of the EMU-member states shall definitely be substituted by the single currency (Euro), as currently planned on 1.1.2002, all references to the Irish Punt provided for under this Agreement shall be converted into the single currency (Euro)

LAW AND JURISDICTION CLAUSE

This policy shall be governed by and construed in accordance with the laws of the Republic of Ireland and each party agrees to submit to the exclusive jurisdiction of the courts of the Republic of Ireland.