

# Appendix 10

## Public & Employers Liability Insurance Details

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**TED O'DONOGHUE & SONS LIMITED**



**TYPE:** COMBINED LIABILITY      **PERIOD OF INSURANCE:** 07/08/2004  
TO 06/08/2005

**PREMIUM:**      **COMPANY:** Quinn Direct

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**Business:** Skip Hire, Waste Disposal and Limited Haulage Contractors

**Employers Liability Section**

Limit of Indemnity - €13,000,000 any one event, including costs and expenses.

Based on an Estimated Annual Wage Roll:

Clerical/Managerial:  
All Other Employees:

Subject to €7,500 Excess each and every claim.

**Public/Products Liability Section**

Public Liability – Limit of Indemnity - €2,600,000 any one accident/unlimited any one period of insurance.

Products Liability – Limit of Indemnity - €2,600,000 any one accident/any one period of insurance.

Subject to €7,500 Excess each and every claim.

**General Conditions**

**Asbestos Exclusion:**

This Policy does not apply to any loss, demand, claim or suit arising out of or related in any way to injury caused by the presence / use or handling of asbestos.

The Company shall have no duty of any kind with respect to any such loss, demand, claim or suit.

**Dogs Used for Security Purposes:**

This Policy does not indemnify the Insured in respect of the liability arising out of the ownership, possession, control or use by or on behalf of the Insured of dogs, whether for security or other purposes.

**Motor Insurance Exclusion:**

This Policy does not apply to liability for which compulsory motor insurance or security is required under any road traffic legislation in force within any member country of the European Union.



### **Wrongful Arrest:**

This Policy does not apply to liability arising out of Wrongful Arrest by the Insured and/or his servants or agents.

### **Bullying, Harassment, Unfair Dismissal and Stress-Related Conditions:**

This Policy does not provide indemnity for liability arising out of bullying, harassment (sexual or otherwise), unfair dismissal by the Insured and/or his servants or agents. In addition, indemnity does not apply in respect of any stress-related conditions arising out of work conditions of the Insured.

### **Hazardous Works Exclusion:**

The Policy does not cover liability arising from:

Any work of demolition except demolition of:

- (i) Buildings or part of building when such work forms part of a contract for re-construction alteration or repair by the Insured.
  - (ii) Other structures not exceeding 3.5m in height and not forming part of any building.
  - b) The construction, alteration or repair of structures exceeding 30m in height or gas holders, towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels and aircraft hangers.
  - c) Pile driving, quarrying or the use of explosives.
  - d) The construction of roads or the laying of main sewers other than those in connection with a contract to construct one or more buildings.
  - e) Excavation below 3 metres in depth.
- Any work carried out at a height in excess of 15 metres above ground level (or floor level in the case of work inside a building or structure).

### **Chainsaw Exclusion:**

It is hereby declared and agreed that this policy does not cover liability arising out of the use of chain-saws.

### **Unlicensed Dumping:**

It is hereby noted and agreed that this Policy does not cover Liability arising out of dumping at unlicensed locations.

### **Exclusion of Use of Heat Equipment:**

It is hereby noted and agreed that the Policy does not indemnify the Insured in respect of the use of Electric Oxy-acetylene or similar welding or cutting equipment Blow Lamps or Blow Torches or similar equipment away from the Insured's premises.

**Inevitable Loss:**

The Policy does not cover liability arising which is inevitable or unavoidable consequence of the performance of a contract.

**Exclusion of Liability to Working Directors:**

The Policy does not provide indemnity in respect of injury to Working Director.

**Reduced Excess:**

It is hereby noted and agreed that 50% of any excess paid to the Company will be refunded where it is clearly demonstrated, to the satisfaction of the Company, that the assistance of the Insured has resulted in a quick and effective settlement of a claim avoiding unnecessary fees and costs.

**Notice and Claims Procedure:**

In the event of any occurrence which may give rise to liability under this Policy, and regardless of the likelihood of probability of a claim being brought under this Policy:

- a) the insured shall:
- i. Notify the company immediately (or in accordance with any agreements made with the company) and as soon as possible thereafter, provide any other documentation which the company may require with the regards to the occurrence.
  - ii. Notify the Company by telephone immediately (and in any event on the next business day) that he has knowledge of any impending prosecution, inquest or fatal injury in connection with any occurrence for which there may be liability under this Policy, and shall as soon as possible thereafter, provide that notification in writing.
  - iii. Forward to the Company immediately on receipt every written notice or information as to any verbal notice of claim and any communication whatsoever relating to the occurrence.
  - iv. Give all such information and assistance as the Company may require.

The Company will not be liable under this Policy in respect of any occurrence or claim not notified to the Company in accordance with this Condition.

- b) The Insured shall NOT negotiate, admit liability or make any promise, payment or settlement without the Company's written consent.
- c) The Company shall be entitled:
- i. if and so long as it desires, to have sole conduct and absolute control of any claim and legal proceedings relating to and shall have full and absolute discretion in the settlement of any claim.
  - ii. To prosecute in the name of the Insured for the Company's benefit any claim for compensation or indemnity.