



MOTOR FLEET POLICY (BUS AND COACH)

The Insured or their insurance advisers have supplied information and/or completed a proposal form signed by the Insured, which has been relied on by Liberty Syndicate Management, and forms the basis of this insurance contract. Liberty Syndicate Management will provide insurance against any such liability loss or damage that may occur and is directly sustained in connection with the Insured Vehicle described in the Schedule in accordance with the terms exceptions and conditions set out in this Policy or any Endorsements shown in the Schedule during any Period of Insurance for which the Insured has paid or agreed to pay the premium.

The Policy, Schedule and Certificate of motor insurance will be read together as one contract

The Insured must notify Liberty Syndicate Management immediately of any changes which may affect the risk. Failure to do so could result in the insurance NOT being valid.

All monies which become or may become due under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euro unless specifically stated to the contrary.

Stamp Duty has been or will be paid in accordance with the provision of Section 113 of the Finance Act 1990.

This insurance document has been issued by Liberty Syndicate Management Limited under the authority granted by the Lloyd's Underwriting Byelaw 2003.

Liberty Syndicate Management Limited is authorised and regulated by the UK Financial Services Authority (Registration No. 204945). Liberty Syndicates 4472 is a member of Lloyd's of London which is licensed to write insurance in Ireland.

For and on behalf of The Underwriters subscribing to Syndicate 4472 at Lloyd's.

Matthew Moore
Chief Underwriting Officer

Bus and Coach
Issue Date: 01st November 2013

Important Notice to the Insured

Please read this Policy in conjunction with the Schedule, Certificate of Motor Insurance and any Endorsements to ensure that it is in accordance with your requirements and that you understand its terms and conditions.

Your Broker should be contacted immediately if you have any queries relating to your cover

Please Note

Your attention is drawn to the following: -

Market Value

The maximum amount payable in all under Section 2 for any one incident shall not exceed the Market Value of the Insured Vehicle immediately prior to such loss or damage or the Insured's estimate of value of the Insured Vehicle (where appropriate) as declared to The Underwriters whichever is the lower amount.

Keys

If you leave your Insured Vehicle unlocked or the keys in the Insured Vehicle and it is lost, stolen or damaged by theft or attempted theft, Policy cover will not operate.

Drivers

It is your responsibility to ensure that all drivers of your vehicle hold a valid driving licence of the class required to drive your vehicle. Failure to do so may invalidate your cover.


Cancellation Charges

Cancellation charges are generally based on The Underwriters short period charges as indicated in the table below. Because your insurance premium comprises of a number of factors, if you cancel this policy, before the expiry date, some of these will be chargeable in full, meaning that you will not receive a pro rata return.

Period Not Exceeding	Proportion of Annual Premium Payable
One Month	20% (minimum premium €25.00)
Two Months	30%
Three Months	40%
Four Months	50%
Five Months	60%
Six Months	70%
Seven Months	80%
Eight Months	90%
Over Eight Months	Full Premium

Data Protection

We are the registered data controller of the personal information which is held about you / or any individuals connected to this insurance policy (data subjects) pursuant to the requirements of the Data Protection Acts. Information will be used for the purposes of managing and administering your insurance policy including underwriting, claims handling, and the prevention of fraudulent claims.



Some of the information which we collect from you may be classified as sensitive information, e.g. information regarding medical conditions and / or disciplinary proceedings (including criminal convictions). By taking out this insurance policy and disclosing your personal data to us you have indicated your consent to the processing of your personal data in the manner described in this Data Protection Notice.

We are entitled to check the information you have provided to us against other information which is generally available to the public, such as the Register of Court Judgements or other publicly available databases. We may also exchange this information with other insurers either directly or through the Insurance Link Central Register (Insurance Link) which is operated by the Irish Insurance Federation, or the Motor Insurance Database (MID) which is run by the Motor Insurers Information Centre (MIIC). You should be aware that under the conditions of your policy you are obliged to inform us of any incident which may, or may not, result in a claim. We are entitled to submit that information to the aforementioned registers as, and when, we receive it.

Data subjects are entitled under the Data Protection Acts to access the information which is held about them and you may do so by writing to us at Liberty Syndicate Management Limited, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ.

Conflicts of Interest

Occasionally, a situation may arise where we or a related company will have a potential conflict of interest while conducting business with you. In the event that such a situation occurs of which we become aware, we will take steps to ensure that such conflicts are resolved fairly

Jurisdiction

Under European Law and the law of the Republic of Ireland, you the Insured and we the Underwriters can choose the law which will apply to this contract. Unless agreed otherwise, we propose that the law of the Republic of Ireland shall apply.

No Claims Discount

Subject to satisfactory evidence a discount will be allowed against the inception or renewal premium. The scale of No Claims discount to apply is set out in an endorsement to this Policy.

DEFINITIONS

The Underwriters

Liberty Syndicate Management Limited, for and on behalf of Syndicate 4472 at Lloyd's of London, trading as Liberty Syndicates (4472); and any reference to "we", "us" or "our" is to the Underwriters.

Insured

The person or party named in the Schedule and the Certificate of Motor Insurance

Policy

This document including the Schedule, Certificate of Motor Insurance and any Endorsements which provide details of the Insured and the insurance cover

Business

The business of the Insured stated in the Schedule

Schedule

The document containing specific details of the Insured and insurance cover relating to this Policy

Period of Insurance

The duration of the Policy as shown in the Schedule and Certificate of Motor Insurance

Endorsement

A change of or amendment to the terms of this insurance which is attached to the Policy and activated by the Schedule

Insured Vehicle

Any motor vehicle (including any Private Car) mentioned by description or registration mark on the Certificate of Motor Insurance and in the Schedule

To ensure that the cover provided under the Policy is fully operative, any addition or change of vehicles must be notified as required by the terms of the Policy. Failure to comply with these could lead to the vehicle not being fully insured

Private Car

Any private passenger carrying vehicle with less than eight passenger seats

Accessories

All accessories to the Insured Vehicle forming an integral part of the vehicle including:

- (i) radios, other entertainment and communications equipment connected to a power source within the vehicle and permanently fitted satellite navigation equipment as supplied by the vehicle manufacturers as standard equipment
- (ii) radio and audio equipment including any public address system, two way radio equipment, ticketing machines, television/video equipment, coffee/food vending machines (excluding fire risks)

Certificate of Motor Insurance

The document required by the relevant road traffic legislation to certify the existence of the minimum compulsory insurance and which describes the Insured Vehicle, who may drive and the purpose for which the Insured Vehicle may and may not be used

Market Value

The cost of replacing the Insured Vehicle with a vehicle of similar make, model, age and condition

Excess

The first part of any claim for which the Insured is responsible

**Trailer**

Any articulated or semi trailer primarily constructed to be towed by a motor vehicle

Terrorism

1. Any act including but not limited to

(a) The preparation use or threat of force and / or violence and / or

(b) Harm or damage to life or property (or the threat of such harm or damage) by nuclear and / or chemical and / or biological and / or radiological means caused or occasioned by persons or so claimed in whole or in part for political, religious, ideological or similar purposes and / or the intention to influence, intimidate or coerce any Government and / or any intention to disrupt any segment of the economy

2. Any action taken in controlling, preventing suppressing or in any way relating to 1. above

3. Any act deemed by the Government to be an act of terrorism



COVER PROVIDED

The cover provided by this Policy is shown in the current Schedule and determines which Sections of this Policy apply :

1. Comprehensive: All Sections
2. Third Party Fire and Theft: Sections 1, 2, (but limited to loss or damage solely in respect of fire, theft or attempted theft), 4 and 8
3. Third Party Only: Sections 1, 4 and 8

Section 1 - Liability to Third Parties

The Underwriters will indemnify the Insured against all sums which the Insured becomes legally liable to pay in respect of

- (i) death of or bodily injury to any person
- (ii) damage to property not the property of the Insured

arising out of an accident in connection with

- (i) the Insured Vehicle
- (ii) the loading or unloading of the Insured Vehicle except where such loading and unloading is being undertaken outside the limits of the highway by anyone other than the driver or attendant of the vehicle

Limit of Liability

The liability of The Underwriters in respect of damage to property not the property of the Insured including all consequences of that damage, which results from an accident or series of accidents arising out of one event shall be limited to

- (i) €30,000,000 in respect of any Private Car including costs
- (ii) €6,500,000 in respect of any other Insured Vehicle

These limits will be amended as necessary to meet the requirements of any compulsory motor insurance regulations in any country in which the event giving rise to a claim occurs

Legal costs and Expenses

In respect of any event which may be the subject of indemnity under this Section, The Underwriters at their discretion will pay

- (i) solicitors' fees for representation at a Coroner's Inquest or fatal accident inquiry
- (ii) the cost of legal services for defending a charge of manslaughter or causing death by dangerous or reckless driving
- (iii) any other reasonable costs or expenses incurred in connection with an incident which may give rise to a claim under this Section

Where costs apply to both bodily injury and damage to property the costs will be allocated in the same proportions as the damages of each element represents of the total damages

The Underwriters retain the right to appoint a solicitor of their choice

Indemnity to Other Persons

The Underwriters will also indemnify under this Section

- (i) any person permitted to drive on the effective Certificate of Motor Insurance while driving the Insured Vehicle on the Insured's order or with the Insured's permission
- (ii) at the request of the Insured any person other than the driver travelling in or entering or leaving the Insured Vehicle
- (iii) in the event of the death of any person entitled to indemnity under this Section that person's legal personal representatives
- (iv) the owner of any Insured Vehicle loaned or hired to the Insured
- (v) any person with whom the Insured has entered into a contract ('the Principal') provided that
 1. the Insured shall have arranged with the Principal for the conduct of all claims to be vested in The Underwriters
 2. The Underwriters will not be liable in respect of death bodily injury or damage arising from the negligence of anyone other than the Insured or an employee of the Insured
 3. the Principal is not entitled to indemnity under any other policy
 4. the Principal observes and is bound by the terms conditions and exceptions of this Policy

Cross Liability

If this Policy is issued in the name of more than one party the cover provided by this Section shall apply as if separate Policies had been issued to each of the parties jointly named as the Insured but the total liability of The Underwriters for all claims shall not exceed the limit of indemnity stated in this Policy

Contingent Liability

The Underwriters will indemnify the Insured and no other person in the terms of this Section whilst any employee of the Insured is using a vehicle other than an Insured Vehicle on the Insured's business

The Underwriters shall not be liable

- i) if there is any other insurance covering the same liability
- ii) for loss or damage to such vehicle

Emergency Treatment

The Underwriters will indemnify the Insured in respect of liability under the relevant road traffic legislation to pay for emergency treatment fees arising out of an accident in connection with the Insured Vehicle

Unauthorised Movement of Third Party Vehicles

The Underwriters will indemnify the Insured in the terms of this Section in respect of the movement without the consent of the owner of any vehicle not the property of the Insured by an employee of the Insured to allow legitimate passage of the Insured Vehicle during the course of the Insured's business

Unauthorised Use

Notwithstanding General Exception 1 the Underwriters will indemnify the Insured and no other person in the terms of this Section whilst the Insured Vehicle is being driven without the Insured's consent by any employee of the Insured

Towing Disabled Vehicles

The Underwriters will indemnify the Insured under the terms of Section 1 whilst the Insured Vehicle is being used for the purpose of towing one mechanically disabled vehicle provided that:

- (i) the vehicle is not towed for reward
- (ii) The Underwriters will not be liable in respect of damage to the towed vehicle or injury to persons or damage to property being conveyed in or on such vehicle
- (iii) Such towing is not unlawful

Exceptions to Section 1

The Underwriters shall not be liable

- (i) to indemnify any person driving unless that person holds a valid licence to drive the Insured Vehicle or has held and is not disqualified from holding such a licence except where the Insured Vehicle is being driven under circumstances where a licence is not required by law
- (ii) under this Section in respect of death or bodily injury to the person driving or in charge for the purpose of driving the Insured Vehicle
- (iii) for loss or damage to the Insured Vehicle or any Trailer or disabled mechanically propelled vehicle attached to it or for loss of or damage to property belonging to or in the custody and control of the Insured or the person driving the Insured Vehicle
- (iv) for death of or bodily injury to any person arising out of or in the course of their employment by the Insured except as is necessary to meet the requirements of any road traffic legislation
- (v) where any person has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate killing charge

Section 2 – Loss of or Damage to the Insured Vehicle

The Underwriters will indemnify the Insured against loss of or damage to the Insured Vehicle (including its Accessories and spare parts while therein or thereon) caused by:

- (i) accidental means including malicious damage by any person;
- (ii) fire; or
- (iii) theft or attempted theft,

by at their own option repairing or replacing the Insured Vehicle or paying the amount of the loss or damage

Claims Settlement

The maximum amount payable by The Underwriters in respect of loss or damage to the Insured Vehicle shall be the Market Value of the Insured Vehicle immediately prior to such loss or damage or the Insured's estimate of value of the Insured Vehicle (where appropriate) as declared to The Underwriters whichever is the lower amount

If to the knowledge of The Underwriters the Insured Vehicle is the subject of a hire purchase agreement such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to The Underwriters in respect of such loss or damage

Excess Clause

The Underwriters shall not be liable for the amount of the Excess shown in the Schedule

Young or Inexperienced Drivers Excess

If loss or damage occurs to the Insured Vehicle whilst being driven by or in the care custody or control of any person of less than 21 years of age or with less than 12 months continuous driving experience under a full licence applicable to the Insured Vehicle being driven or who holds a provisional licence The Underwriters will impose an additional Excess as detailed in the Schedule

This Excess will apply in addition to any other Excess applicable to this Policy

Recovery and Redelivery

If the Insured Vehicle is disabled as a result of loss or damage insured under this Policy The Underwriters will bear the reasonable cost of protection and removal to the nearest competent repairers

The Underwriters will also pay the reasonable cost of redelivery to the Insured after the repair of such loss or damage to the Insured's registered address in the Republic of Ireland.

Exceptions to Section 2

The Underwriters will not be liable for

- (i) loss of use depreciation or wear and tear or any part of the cost of repair that leaves the Insured Vehicle in a better condition than before the loss or damaged occurred
- (ii) any reduction in market value following repair
- (iii) mechanical or electrical electronic or computer failures breakdowns or breakages including mechanical damage arising from the use of incorrect fuel
- (iv) damage to tyres by the application of brakes or by punctures cuts or bursts
- (v) loss of the Insured Vehicle where possession is obtained by misrepresentation or deception
- (vi) any cost in excess of the manufacturers last list price at the time of the accident in respect of any part of the Insured Vehicle which is unobtainable or obsolete
- (vii) loss or damage of the Insured Vehicle or its contents by theft or attempted theft unless the ignition key has been removed from the Insured Vehicle and the Insured Vehicle is locked and the windows and sunroof have been secured
- (viii) any sums in excess of €11,000,000 in respect of any one loss or series of losses arising from one event

Section 3 – Windscreen

The Underwriters will indemnify the Insured in respect of breakage of glass in the windscreen or windows or any scratching of the Insured Vehicle's bodywork resulting solely and directly from such breakage

The maximum the Underwriters will pay is €2000 in respect of any one claim.

Section 4 – Trailers

The cover provided under this Policy as specified in the Schedule shall be operative in respect of

(a) **Specified Trailer** provided that

- (i) such Trailer remains at all times in the Insured's care custody and control
- (ii) where detached such Trailer is kept in a secure and protected environment
- (iii) such Trailer is not attached to any vehicle which is not covered under this Policy

(b) **Unspecified Trailer**

Any Trailer owned by the Insured or for which the Insured is legally responsible while such Trailer is attached to the vehicle provided that

- (i) no cover other than that afforded to the Insured Vehicle shall apply to any Trailer attached to the vehicle
- (ii) no cover shall apply where such Trailer is attached to any vehicle which is not covered under this Policy
- (iii) no cover applies whilst the Trailer is detached

Provided that

- (i) no greater number of Trailers is drawn than that permitted by law
- (ii) there is no other insurance in force covering the same liability loss or damage

Section 5 – Personal Accident

1. In the event of any permitted driver sustaining bodily injury as a result of an accident in direct connection with an Insured Vehicle which results within 3 months in
 - (i) death
 - (ii) permanent loss of sight in one or both eyes
 - (iii) loss of one or more limbs by physical severance at or above the wrist or ankle

The Underwriters will pay a maximum of €100,000 to the driver so injured or to that person's legal representative

2. In the event of any permitted driver sustaining bodily injury as a result of an accident in direct connection with an Insured Vehicle which results in the permitted driver being unable to fulfil their usual duties as an employee of the insured then commencing 14 days after the occurrence of such bodily injury the Underwriters will pay a maximum of €250 per week to the permitted driver for a maximum period of 104 weeks.

This Section does not apply in respect of death or bodily injury resulting from contributed to or accelerated by suicide or the abuse of alcohol or drugs

Section 6 – Passengers' Personal Effects

The Underwriters will indemnify the Insured against loss of or damage personal effects belonging to any passenger travelling in the Insured Vehicle while such personal effects are in or on the Insured Vehicle by fire theft or accidental means or at the request of the Insured The Underwriters will indemnify the owner of the property so lost or damaged

Provided that the total liability of The Underwriters shall be limited to €500 in respect of any one passenger and €30,000 in total in respect of any one incident. The Underwriters will **NOT** pay the first €50 of each passenger claim

The Underwriters will not be liable in respect of loss of or damage to

- (i) money stamps tickets documents or securities
- (ii) portable entertainment or communication equipment

Section 7 – Medical Expenses

In the event of any permitted driver or any passenger sustaining bodily injury as a result of an accident in direct connection with the Insured Vehicle The Underwriters will pay to the Insured or at their option to such injured person(s) the medical expenses in connection with such injury up to the sum of €275 in respect of each person injured

Section 8 – Territorial Limits

The cover provided under this Policy applies in respect of any Insured Vehicle as described in the Certificate of Motor Insurance in respect of accidents occurring

- (i) in the Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Islands;
- (ii) in any other country that is a member of the European Union;
- (iii) in any other country in respect of which the Commission of the EU is satisfied that arrangements have been made to meet the requirements of Article 7 of the EU Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/CEE)
- (iv) during transit (including loading and unloading) between such countries by a recognised air, sea or motor-rail route not exceeding 65 hours
- (v) in any other Country provided prior agreement has been given by Underwriters and any additional premiums paid


General Exceptions

The Underwriters shall not be liable in respect of

1. any accident injury loss or damage arising out of the Insured Vehicle being
 - (a) used for any purpose not permitted by the effective Certificate of Motor Insurance or the Schedule except while in the custody or control of a motor trader for servicing or repair
 - (b) driven by any person not described in the effective Certificate of Motor Insurance or the Schedule
 - (c) driven by any person unless that person has a valid licence to drive the Insured Vehicle or has held and is not disqualified from holding or obtaining such a licence except where the Insured Vehicle is being driven under circumstances where a licence is not required by law
2. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such an agreement
3.
 - (a) loss destruction of or damage to any property whatsoever or any resulting loss expense or any other losses that are not directly associated with the incident that caused the Insured to claim unless expressly stated in the Policy
 - (b) any legal liability of whatsoever nature
directly or indirectly caused by or contributed to or arising from
 - (i) ionising radiation or contamination by radioactivity from any irradiated 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
4. any accident injury loss or damage arising during or in consequence of riot or civil commotion occurring outside the Republic of Ireland, Great Britain, the Isle of Man or the Channel Islands.
5. any consequence of war invasion act of foreign enemy hostilities (whether war has been declared or not) civil war rebellion revolution insurrection or military or usurped power or Terrorism
6. any accident, injury, loss, damage or liability arising in connection with any vehicle being used "Airside"

"Airside" shall mean that part of an aerodrome or airport provided for the take off and landing of aircraft and for the movement of aircraft on the surface aircraft parking aprons including the associated service roads and ground equipment areas and/or those parts of passenger terminals which come within the Customs examination area

except as is required by any road traffic legislation
7. liability loss or damage arising out of the operation as a tool of trade of the vehicle or any plant forming part of or attached to the Vehicle
8. any accident injury loss or damage arising out of the Insured Vehicle being used for racing pacemaking reliability trials speed testing or use in connection with motor rallies competitions or trials
9. any person claiming indemnity if that person is entitled to indemnity under any other insurance
10. loss of use of the Insured Vehicle or any resultant consequential loss
11. any loss damage or liability arising from pollution or contamination howsoever caused other than as required by the relevant Road Traffic Acts
12. any loss damage or liability arising out of any misdelivery or any spillage leakage or discharge from the Insured Vehicle howsoever caused

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13. any loss damage or liability whilst the Insured Vehicle is being driven or used for the carriage of explosives chemicals chemical by-products acids or goods of a generally dangerous or inflammable nature unless specifically agreed by Underwriters
 14. any loss damage or liability whilst the Insured Vehicle is being driven or used for conveying a load in excess of that for which it was constructed or in excess of the maximum carrying capacity of the Insured Vehicle or while any load is being conveyed in an unsafe condition
 15. any fines penalties punitive or exemplary damages

General Conditions

1. Insured's Duty

It is a condition precedent to liability under this Policy that all information provided by the Insured is true to the best of the Insured's knowledge and belief and the Insured shall at all times observe and fulfil the terms and conditions of this Policy.

If the Insured or any person claiming to be indemnified under this Policy makes a claim that is false grossly exaggerated or fraudulent in any way or makes a false declaration or statement in support of such claim this Policy shall be void and of no effect and The Underwriters shall be entitled to recover from the Insured all sums paid under this Policy and the premium paid shall be forfeited

2. Claims Procedure

The Insured or The Insured's legal representative shall give notice in writing to The Underwriters as soon as is practicable of any accident loss or damage which may be the subject of indemnity under this Policy with any particulars thereof

Every claim form writ summons legal process or other communication relating to a claim shall be forwarded to The Underwriters immediately upon receipt

No admission offer promise payment or indemnity shall be given by or on behalf of The Underwriters or any person claiming to be indemnified without the written consent of The Underwriters who shall be entitled if they so desire to take over and conduct in the name of the Insured or of such person the defence of any claim or to prosecute in the name of the Insured or of such person the defence or settlement of any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured and such person shall give all such information and assistance as The Underwriters may require

3. Cancellation

The Underwriters may cancel this Policy by sending ten days' notice to the Insured's last known address and in such event will return to the Insured the premium less the proportionate part thereof for the period the Policy has been in force

The Insured may cancel this Policy at any time by returning the Certificate of Motor Insurance to The Underwriters and provided no claim has arisen in the then current period of insurance the Insured shall be entitled to a return of the premium paid less premium at The Underwriter's short period rates for the time the Policy has been in force calculated from the date on which the Certificate of Motor Insurance is returned to The Underwriters

4. Other Insurance

If at the time any claim arises under this Policy there is any other existing insurance covering the same loss liability or damage The Underwriters shall not be liable to pay more than their rateable proportion of any loss damage compensation costs or expense

5. Care of the Vehicle

The Insured shall take and cause to be taken all reasonable steps to safeguard from loss or damage the Insured Vehicle and keep it in a roadworthy condition and The Underwriters shall have at all times free access to examine the Insured Vehicle. The Insured Vehicle must be issued with a valid National Car Test (NCT) Certificate or Department of Environment (DOE) Certificate where applicable.

6. Right of Recovery

The Underwriters reserve the right to recover from the Insured all sums paid by The Underwriters because of the requirements of any law if The Underwriters would not have been liable for those payments according to the terms and conditions of this Policy

Endorsement 001 - No Claims Discount (Hire and Reward)

Subject to satisfactory evidence a discount will be allowed against the inception or renewal premium in accordance with the following scale:

1 Year	10% discount
2 Years	20% discount
3 Years	30% discount
4 years	40% discount
5 Years +	50% discount

In the event of a claim being made the No Claims Discount will be stepped back in accordance with the following scale:

No. of years discount at start of period	No of years discount at the next renewal date following:		
	1 Claim	2 or more claims	3 or more claims
5 years	3 years	1 year	Nil
4 years	2 years	Nil	Nil
3 years	1 year	Nil	Nil
2 years	Nil	Nil	Nil
1 year	Nil	Nil	Nil

Endorsement 001a – No Claims Discount (Non Hire and Reward)

Subject to satisfactory evidence a discount will be allowed against the inception or renewal premium in accordance with the following scale:

- 1 Year 10% discount
- 2 Years 20% discount
- 3 Years + 30% discount

In the event of a claim being made the No Claims Discount will be stepped back in accordance with the following scale:

No. of years discount at start of period	No of years discount at the next renewal date following:	
	1 Claim	2 or more claims
3 years	1 year	Nil
2 years	Nil	Nil
1 year	Nil	Nil

Endorsement 003 – Employers' Liability

The Underwriters will indemnify the Insured against:

1. all sums which the Insured becomes legally liable to pay in respect of death, bodily injury or disease to any Employee arising out of and in the course of their employment by the Insured and happening during the period of insurance within the territorial limits.
2. Legal liability for claimants' costs and expenses in connection with 1. Above
3. a) costs of legal representation at
 - i. any coroner's inquest or inquiry in respect of any death
 - ii. proceedings in any court arising out of any alleged breach of statutory duty resulting in injury which may be the subject of indemnity under this sectionb) all other costs and expenses in relation to any matter which may form the subject of a claim under 1. above
incurred with the written consent of the Underwriters

Limit of Liability

The liability of The Underwriters in respect of any claim payable under this Endorsement shall not exceed €13,000,000.

Definition

For the purpose of this Endorsement Employee shall mean:

Any person working for the Insured in connection with the business who is

- (i) employed by The Insured or under a contract of service or apprenticeship
- (ii) hired to or borrowed by the Insured
- (iii) self employed and working under the Insured's control or supervision
- (iv) engaged under a work experience or training scheme

Exclusions

The Underwriters shall not be liable in respect of any

- (i) death bodily injury or disease caused by the mining of asbestos
- (ii) death bodily injury or disease caused by the manufacture, storage or handling of asbestos products but this exclusion shall not apply when asbestos products are encountered accidentally in a way which is incidental to the main business of the Insured
- (iii) loss damage or liability arising directly indirectly in connection with any vehicle which is not the property of the insured and which is in the Insured's care custody and control for the purposes of repair, servicing or maintenance

Endorsement 004 Public liability

The Underwriters will indemnify the Insured against:

1. all sums which the Insured becomes legally liable to pay in respect of
 - a) death of or bodily injury to any person
 - b) loss of or damage to property
 - c) obstruction trespass nuisance or interference with any right of way air light or other easementhappening during the Period of Insurance in connection with the business
 2. legal liability for claimant's costs and expenses in connection with 1. above
 3. a) costs of legal representation at
 - i. any coroner's inquest or inquiry in respect of any death
 - ii. proceedings in any court arising out of any alleged breach of any statutory duty resulting in any event specified in 1. abovewhich may be the subject of indemnity under this section
 - b) all other costs and expenses relating to any matter which may form the subject of a claim for indemnity under 1. Above
- incurred with the written consent of the Underwriters

Limit of Liability

The liability of The Underwriters in respect of any claim payable under this Endorsement €6,500,000.

Exceptions to Endorsement 004

The Underwriters shall not be liable under this Endorsement for:

- (i) death or bodily injury to any employee of the Insured arising out of and in the course of their employment by the Insured
- (ii) loss of or damage to any Property which at the time of such loss or damage is in the care custody or control of the Insured other than
 - a. employees directors or visitors vehicles or personal effects
 - b. premises and their contents not owned by the Insured but at which the Insured is carrying out work in connection with the business
- (iii) any injury or damage arising out of the ownership possession or use of any mechanically propelled vehicle, aircraft or other aerial device, hovercraft or watercraft but this exclusion shall not apply to:
 - a. the use of any vehicle or plant as a tool of trade
 - b. the loading or unloading of any vehicle outside the limits of the highway
- (iv) any injury or damage arising out of any products designed manufactured installed altered repaired or serviced sold least supplied or distributed by or on behalf of the Insured
- (v) any injury or damage arising out of any designs, plans, specifications, formulae directions or advice given by the Insured for a fee

(vi) any liability of whatsoever nature arising out of the use of flame or welding or cutting by heat away from the Insured's own premises

(vii) liability for:

- a. personal injury or bodily injury or financial loss or loss of, damage to or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of pollutants
- b. the cost of removing, nullifying or cleaning up Pollutants
- c. fines, penalties, punitive or exemplary damages arising directly out of the discharge, dispersal, release or escape of Pollutants

This exclusion shall not apply in respect of liability excluded under paragraphs a. and b. above which arises from a sudden, identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place

For the purposes of this exclusion, 'Pollutants' shall mean any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

(viii) any loss damage or liability arising directly indirectly in connection with any vehicle which is not the property of the insured and which is in the Insured's care custody and control for the purposes of repair, servicing or maintenance

Complaints Procedure

It is our aim to provide a high level quality of service at all times.

Any complaint you have regarding your insurance should be addressed in the first instance to your Insurance Broker because, acting as your Agent, their role is to look after our best interests and they will approach us on your behalf with details of your complaint. We will thoroughly investigate the matter and advise your Insurance Broker of the outcome. We will do everything possible to look into your grievance and to put matters right.

If you remain dissatisfied you may contact us directly. Please quote your Policy Number or Claim Number to enable us to deal with your enquiry speedily. You should write to:

The Chief Underwriting Officer
Liberty Syndicate Management Limited
Plantation Place South
60 Great Tower Street
London
EC3R 5AZ

If you still remain dissatisfied you may write to:

Eamonn P. Egan
Lloyd's Ireland Representative Limited
7/8 Wilton Terrace
Dublin 2
Telephone (01) 644 1000
Email: lloydsireland@lloyds.com

Ultimately having exhausted all the above routes you have the right to ask the Insurance Ombudsman to review your case. You may write to

The Insurance Information Service of the Irish Insurance Federation
39 Molesworth Street
Dublin 2
Telephone (01) 676 1820
Email: iis@iif.ie

The Insurance Ombudsman of Ireland
3rd Floor,
Lincoln House,
Lincoln Place,
Dublin 2
Telephone (01) 662 0899
Email: enquiries@financialombudsman.ie

Following the above procedures does not in any way affect your right to take legal action.