



Optis Combined Liability Schedule

Policy Number : BS0068-ELPL-10303

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Policy Details

Policy Number : BS0068-ELPL-10303
Broker : Sullivan Insurances
Insured's Name : 360 Degrees Ltd
Address : Dromane House, Drominbeg, Lisnagry, Co Limerick
Period of Insurance : From : 08/06/2012 To : 07/06/2013

Policy Excess (the first amount of any claim which you must pay) :
a) Employers Liability: Nil
b) Public/Products Liability: €750

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 Amlin Insurance Services.

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 three years for any of the perils or contingencies to which this insurance applies.
5. You check that all Bona Fide Sub Contractors hold current Public Liability Insurance appropriate to the work being carried out, and that the total amount paid to such Bona Fide Sub Contractors does not exceed 25% of your annual turnover, unless as indicated in the Schedule below.
6. Your payments to Labour Only Sub Contractors does not exceed €7,500 per year, unless as indicated in the Schedule below.
7. 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.
8. You never perform Roofing Work as a separate contract or on a stand alone basis, and that any roofing work you undertake as a General Builder does not exceed 20% of your turnover. Furthermore any roofing work undertaken within these criteria does not include the use of electric oxy-acetylene or other welding or cutting plant. However, subject to the provisions of Endorsement E03 (Burning and Welding Condition) heat work using hand held kerosene or LPG canister type blow lamps, blow torches, flame guns and hot air guns suitable for low temperature applications such as soldering, brazing, or melting roof tar are permitted for use as part of a general building contract and/or maintenance/repairs to existing roofs.

The Details of Your Business

Full Business Description : Landscapers (excluding tree surgeons)
Additional Business Description : Cleaning Contractor (Retail, Office & Domestic Only)
Guttering, fascia and soffit contractor
Window Cleaner (Ground Floor and Reach & Pole System Only)
Number of Working Principals and Directors if a Limited Company : 2
Employer liability cover for working directors: No
Number of Manual Employees : 3
Number of Clerical Employees : 0
Projected Annual Turnover not Exceeding : € 500000
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 : € 20000



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Policy Amendments

This Combined Liability Schedule for Optis Tradesman's Policy attaches to and forms part of the terms and conditions of the **Amlin Insurance Services Combined Liability Insurance Form** ref: ROILIA0804, a copy of which can be downloaded from the Optis Insurance website at www.optis.ie, together with the following endorsements as detailed in the policy document:

- E01 General Builders Exclusions
- E02 Bona fide subcontractors' condition
- E03 Burning and Welding Condition
- E08 Underground cables, pipes and services condition

Notes :



Optis Commercial Legal Expenses

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Policy Details

Broker :	Sullivan Insurances
Insured's Name :	360 Degrees Ltd
Trading As: (if applicable) :	
Address :	Dromane House, Drominbeg, Lisnagry, Co Limerick
Insurer :	UK General Insurance (Ireland) Limited
Period of Insurance :	From : 08/06/2012 To : 07/06/2013

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 Certificate Number PRIM / OPTIS / COMM / 03 / 2011 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.

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 Lexelle 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
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 Lexelle Advice Helpline and obtained their authorisation.

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.