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## **COMMUNITY AND COMPREHENSIVE SCHOOLS WORK EXPERIENCE POLICY**

### **INTRODUCTION**

In consideration of the Insured having paid or agreed to pay the Premium

Allianz p.l.c. (hereinafter called the 'Company') will indemnify the Insured in the manner and to the extent described within this Policy on the terms set out and subject to its Definitions Extensions Exclusions Conditions and any Endorsements

The proposal and declaration in respect of this insurance made to the Company by or on behalf of the Insured whether in writing or otherwise shall be the basis of this contract

This Policy comprising the Introduction Schedule Definitions Insuring Clause Extensions Exclusions Conditions and any Endorsements shall be read as one contract and any word or expression to which a specific meaning has been attached therein shall bear such specific meaning wherever it may appear

Signed for and on behalf of the Company

Authorised Signatory

## SCHEDULE

Forming part of Policy Number DN RPL 3748644

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**Insured:** Department of Education and Skills and/or any Community School and/or any Comprehensive School providing students for Work Experience

**Intermediary:** Allianz plc

**Business:** Students of Community and/or Comprehensive Schools on Work Experience organised by their School and/or the Department of Education and Skills

**Period of Insurance:** 1st January 2012 to 31st December 2012

**Renewal Date:** 1st January

**Policy Premium:** As agreed by the Dept of Education and Skills  
**Government Levy:**  
**Total Premium:**

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**Limit of Indemnity:** €13,000,000

Prepared by: .....

Address: Allianz House  
Elm Park, Merrion Road,  
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Phone: (01) 6133000 Fax: (01) 6133630

Checked by: .....

Policy Form Reference: 04RP

## DEFINITIONS

1. **Insured** means the person company firm or other legal entity named as the insured in the Schedule
2. **Business** is as stated in the Schedule and includes
  - (a) the ownership repair maintenance and decoration of premises occupied by the Insured and used for the purposes of the Business but not construction re-construction structural alteration or demolition of such premises
  - (b) the repair and maintenance of vehicles or plant used in the course of the Business and owned by the Insured
  - (c) the provision and management of canteens social sports and welfare organisations which are for the benefit of Employees and their families
  - (d) the provision in the course of the Business of first aid medical and dental services ambulance fire security services and safety organisations
  - (e) private work undertaken with the prior consent of the Insured by an Employee for a partner or director of the Insured provided that such work is not in pursuit of any trade or business
3. **Employee** means any
  - (a) person under a contract of service or apprenticeship with the Insured
  - (b) labour master or labour only sub-contractor or any person employed or supplied by them
  - (c) self employed person
  - (d) person hired to or borrowed by the Insuredwhile working for the Insured in the course of the Business
4. **Bodily Injury** means bodily injury and includes death disease and illness
5. **Territorial Limits** anywhere in the world other than the United States of America and/or Canada
6. **Period of Insurance** means the period specified in the Schedule or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the Premium
7. **Excess** means the amount stated in the Schedule that the Insured shall bear in respect of each and every occurrence

**DEFINITIONS**  
**Continued**

- 8. Principal** means any person company firm public local or statutory authority
- (a) carrying out work under contract or agreement for the Insured in connection with the Business
  - (b) whose premises are occupied or used by the Insured in connection with the Business
- 9. Pollution or Contamination** means
- (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere
  - (b) all Bodily Injury Nuisance or loss of or damage to material property directly or indirectly caused by such pollution or contamination
- 10. Employer** means any person company firm public local or statutory authority with whom the Insured has arranged a work experience placement

## INSURING CLAUSE

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages arising out of accidental Bodily Injury to any student occurring during the Period of Insurance and arising out of and in the course of the Business

### **Law Costs**

The Company will also indemnify the Insured in respect of

- (a) all claimants costs and expenses legally recoverable from the Insured
- (b) all costs and expenses incurred by the Insured with the written consent of the Company

provided all such costs and expenses arise or are incurred in connection with a claim for which indemnity is provided by this Policy

### **Limit of Indemnity**

The total amount payable for all damages and all Law Costs in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity stated in the Schedule

The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable to this Policy

## EXTENSIONS

### 1. Indemnity to Employer

The Company will also at the request of the Insured indemnify any Employer in respect of legal liability as defined in the Insuring Clause provided that

- (a) the Insured would have been entitled to indemnity had the claim been made against the Insured
- (b) nothing in this Extension shall operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

### 2. Indemnity to Principals

The Company will indemnify any Principal in respect of legal liability as defined in the Insuring Clause

Provided that

- (a) the Insured would have been entitled to indemnity under this Policy had the claim been made against the Insured
- (b) the Principal is not entitled to indemnity under any other policy
- (c) the Principal shall as though he were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy
- (d) nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

### 3. Personal Representatives

In the event of the death of the Insured the Company will indemnify the Insured's legal personal representatives in respect of legal liability as defined in the Insuring Clause

Provided that

- (a) the Insured was entitled to indemnity under this Policy
- (b) such personal representatives are not entitled to indemnity under any other policy
- (c) such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy

## **EXTENSIONS Continued**

### **4. Indemnity to Other Persons**

If the Insured so requests the Company will indemnify the following persons in respect of legal liability as defined in the Insuring Clause

- (a) an Employee or partner or director of the Insured provided that the Insured would have been entitled to indemnity under this Policy had the claim been made against the Insured
- (b) any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the Business

Provided that

- (i) such persons are not entitled to indemnity under any other policy
- (ii) such persons shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy
- (iii) nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

### **5. Cross Liabilities**

If more than one party is named as the Insured the Company will treat each party as if a separate Policy had been issued to each

Provided that nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

## EXCLUSIONS

### The Company will not indemnify the Insured in respect of any liability:

1. of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
2. caused by or arising from any of the following regardless of any other occurrence contributing concurrently or in any other sequence
  - (a) war invasion acts-of-foreign-enemies hostilities or warlike-operations (whether war be declared or not) civil-war rebellion revolution insurrection or military or usurped power or civil commotion assuming the proportions of or amounting to an uprising
  - (b) any Act of Terrorism

For the purpose of this Exclusion Act of Terrorism means any act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

This Policy additionally excludes any liability directly or indirectly caused by or arising from or in connection with any action taken in controlling preventing or suppressing or in any way relating to (a) and/or (b) above

If the Company alleges that by reason of this Exclusion any liability is not indemnifiable under this Policy then the burden of proving the contrary shall be upon the Insured

In the event that any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

3. caused by or arising from the loss or alteration of or damage to or 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

## **EXCLUSIONS** **Continued**

4. arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part
5. assumed by the Insured under any contract or agreement except as provided for by this Policy and/or unless such liability would have attached to the Insured in the absence of such contract or agreement
6. for Bodily Injury to an Employee
7. for the Excess specified in the Schedule
8. for fines penalties punitive or exemplary damages
9. for Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance

Provided that

- (a) all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
- (b) the liability of the Company for all damages payable in respect of such Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity

## **EXCLUSIONS Continued**

- 10.** caused by or arising from the ownership possession or use by or on behalf of the Insured of any
- (a) mechanically propelled vehicle other than
    - (i) the use of plant as a tool of trade at the Insured's premises or any site at which the Insured is working in the course of the Business
    - (ii) the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicleexcept where indemnity is provided by any other insurance or where compulsory insurance or security for such vehicle is required under Road Traffic Act Legislation
  - (b) aircraft or hovercraft
  - (c) watercraft exceeding five metres in length and/or having a design maximum speed in excess of 10 knots
- 11.** caused by or arising from any design plan or specification or any treatment or advice (remedial professional or otherwise) given administered or omitted by the Insured or an Employee or partner or director of the Insured for which a fee is or would normally be charged
- 12.** arising directly or indirectly out of or in connection with any intentional dishonest fraudulent criminal or malicious act or omission
- 13.** arising directly or indirectly in connection with
- (a) demolition construction structural alteration or repair
  - (b) work on the exterior of a building in excess of 50 feet from ground level
  - (c) work on the interior of a building in excess of 50 feet above floor level
  - (d) work involving the use of scaffolding other than mobile scaffold towers
  - (e) tree felling or lopping
- 14.** arising directly or indirectly out of or in connection with any job creation scheme or similar sponsored scheme or project.
- 15.** directly or indirectly caused by arising from in consequence of or in any way involving asbestos
- But this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property

## CONDITIONS

### 1. Due Observance

The observance and fulfilment of the terms and Conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured or any other indemnified party shall be conditions precedent to any liability of the Company to make any payment under this Policy

### 2. Non-Disclosure

This insurance will be voidable if there has been misrepresentation misdescription or non-disclosure of any material fact

### 3. Alterations in Risk

If at any time anything shall occur or be done materially affecting or varying any aspect of the subject matter of this insurance the Insured shall give immediate notice in writing to the Company

### 4. Reasonable Precautions

The Insured shall at all times exercise reasonable care that only steady and competent Employees are employed and shall take all reasonable precautions to prevent accidents and any Bodily Injury Nuisance or loss of or damage to material property and shall take all reasonable steps to observe and comply with all applicable laws statutory enactments or local authority by-laws regulations obligations and requirements

### 5. Claims Conditions

- (a) In the event of an occurrence which may give rise to a claim for indemnity under this Policy the Insured shall give immediate notice to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. The Insured shall inform the Company immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company every relevant document which must remain unanswered by the Insured
- (b) No admission repudiation offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company. The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise. The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require. The Company shall not be liable for any loss alleged to have been sustained by the Insured in consequence of any action or omission of the Company in the course of any claim or proceedings
- (c) The Company may at any time at its sole discretion pay to the Insured the amount of the Limit of Indemnity (less any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and be under no further liability in respect of such claim or claims except for other costs and expenses for which the Company may be responsible incurred prior to such payment

## CONDITIONS Continued

### 6. Premium Adjustment

If the Premium for this Policy has been calculated on the basis of an estimate supplied by the Insured of wages salaries and other earnings or of turnover

- (a) the Insured shall maintain an accurate record of such wages salaries and other earnings and turnover and the Company or its representatives may at any time examine such record
- (b) the Insured shall within 90 days of the expiry of each Period of Insurance supply to the Company an auditors' certificate of such wages salaries and other earnings or turnover for that Period of Insurance and in this regard time is of the essence

and

- (i) if the amount of such wages salaries and other earnings and/or turnover shall differ from the estimate on which the Premium has been calculated the difference in Premium shall be paid by or allowed to the Insured as the case may be subject to retention of the Minimum Premium stated in the schedule or as advised to the Insured
- (ii) should the Insured fail to supply such auditors' certificate in accordance with this Condition then the Company will not provide any indemnity for any Bodily Injury Nuisance or loss of or damage to material property which might otherwise be the subject of indemnity under this Policy in the Period of Insurance for which the auditors' certificate remains outstanding

### 7. Other Insurances

If any insurance under this Policy is also the subject (in whole or in part) of any other policy the liability of the Company shall apply in excess of and not as contributory with such other policy

### 8. Cancellation

- (a) The Company may cancel this Policy at any time by giving 21 days notice by registered letter to the last known address of the Insured and in such case the Insured shall be entitled to the return of a proportionate part of the Premium in respect of the unexpired Period of Insurance subject to the retention by the Company of the Minimum Premium stated in the Schedule or as advised to the Insured or if the Premium has been based on estimates supplied by the Insured the Premium shall be adjusted in accordance with Policy Condition 6
- (b) Without prejudice to the generality of Policy Condition 8 (a) if the Company has agreed to accept payment of Premium for this Policy by instalments then in the event of non-payment of any instalment on or before the due date the Company may cancel this Policy by giving 7 days notice by registered letter to the last known address of the Insured following the expiry of which notice this Policy shall be automatically cancelled and the Company shall be entitled to payment of the Premium proportionate to the Period of Insurance.

## **CONDITIONS**

### **Continued**

#### **9. Arbitration**

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by the parties or failing agreement by the President for the time being of the Incorporated Law Society of Ireland. Where any difference is referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of the liability shall be deemed to have been abandoned

#### **10. Insurance Act 1936**

In accordance with Section 93 of the Insurance Act 1936 it is understood and agreed that all moneys which become or may become due and payable by the Company under this Policy shall be payable and paid in the Republic of Ireland

## Terms of Business

These are the Terms of Business of Allianz p.l.c. trading as Allianz

- **Your Insurer** The underwriter of your insurance is **Allianz p.l.c., trading as Allianz**, having its registered office at Allianz House, Elmpark, Merrion Road, Dublin 4. Companies registration office No. 143108. VAT No. IE0646922D.  
Our contact details are:-  
  
Telephone: +353 1 6133000. Fax: +353 1 6134444, eMail: info@allianz.ie
- **Allianz Group** Allianz p.l.c. is a member of the Allianz Group.
- **Regulatory Status** Allianz p.l.c. is regulated by the Financial Regulator.
- **What we do** Allianz p.l.c. is a non-life insurance undertaking which underwrites Personal, Commercial, Education, Religious and Social Insurance products.
- **How we charge** The charge for our services is the premium (including applicable government levy and premium taxes). This premium, and any optional covers are separately specified in your Schedule/Renewal Notice.
- **Claims** If you need to make a claim, please contact us at 1890 77 99 99, or at the above address.
- **Call Recording** Calls may be recorded or monitored for regulatory, training and quality purposes.
- **Conflicts of interest** It is our policy to maintain appropriate administration structures to ensure that the potential for any conflict of interest is avoided as far as possible.
- **Default** Non-payment of your premium or part thereof (including where you are using our Direct Debit option) or breach by you of certain conditions of your policy may lead to your policy being revoked or cancelled, in accordance with the terms in that respect set out in your policy. A copy is available on request.
- **Right of withdrawal** You have the right to withdraw from this policy, provided you have not made a total loss claim, within 14 days of the latest of:-
  - (1) the starting date of cover, or
  - (2) the date on which you receive the full Terms and Conditions of your Policy.

Withdrawal effectively means that no Policy was ever in place, and you may exercise this right by notice in writing to us at the address given above, quoting your policy number. Should you exercise this right we will refund you any part of your premium you have paid less an administration fee. If the cover is motor insurance, the premium cannot be refunded until the Allianz Certificate of Motor Insurance and Insurance Disc have been returned to Allianz. Please note that the right of withdrawal does not apply if the Insurance Policy under which insurance cover is provided for is less than 1 month.
- **Period of insurance** The period of this Contract of Insurance is as specified in your Schedule / Renewal Notice.
- **Cancellation at any time** Both you and we can cancel / terminate the policy by notice in writing to the other in accordance with the Terms in that respect set out in your Policy. A copy is available on request.

- **Policy Alteration, Additional and Return Premiums** When you make an alteration to your Policy we will re-calculate your premium, which may result in an additional premium due to us, or a return premium due to you. If the alteration to the Policy results in an additional premium due to us, or a refund due to you we will only charge or refund such premium provided this amount is greater than or equal to €25 plus applicable Government Levy.
- **Alteration to terms and conditions** In the event of a claim we may advise you, at the time of your next renewal, of altered Policy Terms and Conditions which increase your premium and/or excess, and/or reduce cover.
- **Governing Law** The Laws of Ireland will apply to your policy and the Irish Courts will have jurisdiction to hear any dispute regarding your Policy, unless otherwise stated on your Proposal Form or in your Policy Terms and Conditions. A copy of your Policy is available on request.
- **Language** Your Policy and all communications with you or by you to us will be in English.
- **Complaints** We aim to deliver the very highest standards of customer care. If you have any enquiry or complaint, please contact, with your Policy/Quote number and details:-

Head of Customer Focus,  
Allianz House,  
Elmpark,  
Merrion Road,  
Dublin 4

Tel: +353 1 6133489 Fax: +353 1 6133226  
eMail: [info@allianz.ie](mailto:info@allianz.ie) Website [www.allianz.ie](http://www.allianz.ie)

- **Ombudsman Scheme** If your complaint is not resolved to your satisfaction and you remain dissatisfied with our final response to your complaint you can refer your complaint to:-

The Financial Services Ombudsman Bureau  
3<sup>rd</sup> Floor,  
Lincoln House,  
Lincoln Place,  
Dublin 2.

Tel: Lo Call 1890 88 20 90  
Tel: +353 1 6620899 Fax: +353 1 6620890  
eMail [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)  
Website [www.financialombudsman.ie](http://www.financialombudsman.ie) ; and/or

OR

Insurance Information Services – Irish Insurance Federation  
39 Molesworth Street  
Dublin 2

Tel: +353 1 6761914 Fax: +353 1 6761943  
eMail [iis@iif.ie](mailto:iis@iif.ie)  
Website [www.iif.ie](http://www.iif.ie)

- **Compensation** Please note that in the event of Allianz being unable to pay a claim, you may be entitled to compensation from the Insurance Compensation Fund in Ireland.