

### 8. Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of **Bodily Injury** sustained by any **Person Employed** arising out of and in the course of employment or engagement by the **Insured Party** in connection with the **Business** and occurring within the **Territorial Limits** which relates to an **Occurrence** committed or alleged to have been committed subsequent to the **Retroactive Date** and giving rise to a **Claim** made against the **Insured Party** during the **Period of Insurance** and reported to the **Insurer** during the **Period of Insurance** or the **Extended Reporting Period** and in accordance with Policy Condition 3 (Claims – Duties of the Insured) and which

- (a) is obtained by such **Person Employed** in any court situate within the Republic of Ireland against any person or corporate body domiciled or operating from premises within the Republic of Ireland and
- (b) remains wholly or partly unsatisfied six months after the date of such judgement

the **Insurer** will, if the **Insured Party** so requests, pay to the said **Person Employed** the amount of any such compensation and costs to the extent that they remain unsatisfied provided that

- (i) there is no appeal outstanding
- (ii) if any payment is made under the terms of this Extension, the **Person Employed**, or their personal representatives, shall assign the unsatisfied judgement to the **Insurer**.

### 9. Work Experience Placements

At the request of the **Insured**, the **Insurer** will indemnify any employer for their legal liability arising solely out of or in connection with their participation in **Student** or trainee work experience placements arranged by the **Insured** and held in the Republic of Ireland, provided always that

- (a) the employer shall, as though they were the **Insured**, observe, fulfil and be subject to the Terms, Definitions, Conditions, Exclusions and Endorsements of the **Policy** insofar as they can apply
- (b) the **Insurer** shall have the full conduct and control of all **Claims** for which indemnity is provided by this Extension
- (c) nothing in this Extension will serve to increase the liability of the **Insurer** to pay any amount in excess of the **Limit of Indemnity** and indemnity will apply in priority to the **Insured**
- (d) this extension shall not apply in relation to any trainee apprenticeship programs.

The indemnity provided by this Extension does not apply in respect of

- (a) atomic energy risks
- (b) aviation work or airport risks (but this does not apply to ground operations, catering, hangar observation or offices/reception areas of airports)
- (c) demolition work of any kind
- (d) work in mines, collieries or quarries
- (e) ship breaking or ship repairing
- (f) tunnelling or work in sewers
- (g) stevedoring or dockside risks
- (h) any work in connection with explosives
- (i) gas works or filling of any gas into cylinder
- (j) tree felling or lopping
- (k) any work carried out at a height in excess of 5 metres (but this height limit is not necessarily from ground level. It may be from a first floor or some secure level)
- (l) excavations below 3 metres in depth
- (m) work in reservoirs
- (n) driving a mechanically propelled vehicle
- (o) work on a boat or trawler
- (p) use of any oxyacetylene or electric welding or cutting plant or any blow lamp or blow torch unless the **Student** is wearing personal protective equipment and is directly supervised by the employer.

### Additional Conditions applicable to Section 7

#### 1. Non-Cumulative Limits of Indemnity

Regardless of the number of years this insurance, or any other insurance of a like nature with the **Insurer** shall continue in force and the number of premiums which shall be paid or payable, the liability of the **Insurer** shall not be cumulative in amounts from **Period of Insurance** to **Period of Insurance** and a **Claim** shall be deemed to attach to the insurance period current when the **Claim** was made against the **Insured Party** and notified to the **Insurer** and the **Limit of Indemnity** in effect at that time shall prevail.

#### 2. Use of power driven woodworking or metal working machinery

It is a condition precedent to the liability of the **Insurer** that where woodworking or metalworking machinery and equipment driven by steam, gas, water, electricity or other mechanical power is used

- (a) such machinery and equipment is fitted with manufacturer's guard and safety cut-off systems which are used in accordance with the manufacturer's instructions, inspected annually and a record of such annual inspections to be documented
- (b) such machinery and equipment is maintained in efficient working order